

**Service Prices**

**Janitorial Services  
 Ashland Ranger District, Custer National Forest**

**Base Year – July 1, 2016 to May 31, 2017**

Item No.	Description	Quantity	Unit	Unit Price	Total
001	Diamond Butte Lookout Cleaning	2	EA	\$	\$
002	Ashland Ranger District Warehouse Cleaning	11	MO	\$	\$
003	Ashland Ranger District Bunkhouse Cleaning	2	EA	\$	\$
004	Ashland Ranger District Office Cleaning	11	MO	\$	\$
005	Whitetail Cabin Cleaning	2	EA	\$	\$
				<b>TOTAL</b>	\$

**Option Year 1 – June 1, 2017 to May 31, 2018**

Item No.	Description	Quantity	Unit	Unit Price	Total
001	Diamond Butte Lookout Cleaning	2	EA	\$	\$
002	Ashland Ranger District Warehouse Cleaning	12	MO	\$	\$
003	Ashland Ranger District Bunkhouse Cleaning	2	EA	\$	\$
004	Ashland Ranger District Office Cleaning	12	MO	\$	\$
005	Whitetail Cabin Cleaning	2	EA	\$	\$
				<b>TOTAL</b>	\$

**Option Year 2 – June 1, 2018 to May 31, 2019**

Item No.	Description	Quantity	Unit	Unit Price	Total
001	Diamond Butte Lookout Cleaning	2	EA	\$	\$
002	Ashland Ranger District Warehouse Cleaning	12	MO	\$	\$
003	Ashland Ranger District Bunkhouse Cleaning	2	EA	\$	\$
004	Ashland Ranger District Office Cleaning	12	MO	\$	\$
005	Whitetail Cabin Cleaning	2	EA	\$	\$
				<b>TOTAL</b>	\$

<b>Total of Base and Option Years</b>	\$
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EA – Each  
MO – Month

**Note:** Quotes must be provided on all items. All quotations shall be rounded to the nearest cent.

This is a Request for Quotation (RFQ); therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

Vendor shall be registered in [www.sam.gov](http://www.sam.gov) prior to award (sam.gov replaces the CCR/ORCA registrations).

The Forest Service has transitioned to an electronic invoicing system. Vendor shall also be registered in the Invoice Processing Platform, [www.ipp.gov](http://www.ipp.gov) to submit invoices at the end of each month's services.

**Quoters please refer to Instructions, Conditions, and Notices to Quoters (page 33 of 49) of this solicitation to understand what documents need to be returned with quotation.**

There is no scheduled site visit for this solicitation. Interested quoters who would like to tour the office building or need technical information please contact Lea Gundlach at 406-786-2344.

Price quotation furnished by:

Name _____	Phone (____) _____
Address _____	FAX (____) _____
_____	E-mail _____
DUNS # _____	

## SERVICE SPECIFICATIONS

### PERFORMANCE BASED SERVICE CONTACT

This work is being solicited as performance based contract. Performance based means the Contractor is responsible for a quality end product. If a quality end product is not provided, an adjustment to the payment will be made. A commercial item contract streamlines the terms and condition to resemble those already used in the everyday marketplace.

NOTE: This is a performance based service contract. **An invoice shall be submitted monthly** in IPP for approval. Automatic payments will not be made.

### DESCRIPTION

**Intent of Contract.** The intent of the contract is to provide janitorial services for the Ashland Ranger District office, warehouse, bunkhouses, and Diamond Butte Lookout.

**Description of Work.** The services covered under this contract are for furnishing all labor, equipment, supervision, transportation, supplies, and incidentals necessary to preform janitorial services and to provide a neat orderly appearance of the areas set forth herein, in accordance with the terms, specifications, conditions, and provisions of this contract.

**Project Location.** Location of the service will be the Forest Service office located at the Ashland Ranger District office, Ashland, Montana. Diamond Butte Lookout is located approximately 39 miles southeast of Ashland. The road is gravel for approximately 16 miles.

**Price Range.** Less than \$25,000.00

**Contact Information.** For additional contract information contact:

Lea Gundlach and/or Kimberly Vivian, at the District Office, Custer National Forest at (406)784-2344.

**Start Work.** It is estimated that project can be started June 1, 2016.

**Performance Period.** Work is to be completed by May 31, 2019.

**Submittals.** Monthly invoices will be through Invoicing Payment Platform (IPP).

**Government-Furnished Property.** The Government shall furnish a small storage area for the contractor's use that is lockable, waste receptacles, and keys to main office building.

**Hours of Work.** Work under this contract shall be performed after 4:30 pm on weekdays and anytime Saturday or Sunday. The weekly schedule shall be approved by the government and any necessary deviations shall have prior approval.

### STANDARD SPECIFICATION

#### GENERAL

**Scope.**

The services covered under this contract are for furnishing all labor, equipment, supervision, transportation, supplies, and incidentals necessary to perform janitorial services and to provide a neat orderly appearance of the areas set forth herein, in accordance with the terms, specifications, conditions and provisions of the contract.

**Location.**

Location of the service will be the Forest Service office located at the Ashland Ranger District office, Ashland, Montana. Diamond Butte Lookout is located approximately 39 miles southeast of Ashland. The road is gravel for approximately 16 miles.

**Contract Period.**

Contract period shall be from June 1, 2016 to May 31, 2017 for the Base Period.

**Hours of Work.**

Work under this contract shall be performed after 4:30 pm on weekdays and anytime Saturday or Sunday. The weekly schedule shall be approved by the government and any necessary deviations shall have prior approval.

**Sub-contracting.**

The contractor shall not, without prior approval of the Contracting Officer, enter into any sub-contract covering any part of the work contemplated by this contract.

**Property and Personal Damage.**

The contractor shall use every precaution necessary to prevent damage to public and private property while performing the services of this contract. The contractor shall be responsible for damage to all property and persons, including third parties that occur as a result of his or her agent's or employee's fault or negligence. The term "third party" is construed to include employees of the Government.

**TECHNICAL**

**Quality of Work.**

The janitorial services to be provided under these specifications will consist of all jobs necessary to maintain the premises, furniture, and fixtures in a clean and sanitary condition and of a quality consistent with that normally expected in buildings subject to considerable public use.

**Government Furnished Property.**

The Government shall furnish a small storage area for the contractor's use that is lockable, waste receptacles, and keys to main office building.

**Contractor Furnished Supplies and Equipment.**

Toilet paper, paper towels, hand soap, plastic trash can liners, laminate floor cleaner, commercial vacuum cleaner capable of removing all dust, dirt and little from carpeted areas, underneath furniture, corner areas and shelving in office, all cleaning compounds, provide manufacturer's suggested products or equal for all tile and linoleum areas and any other equipment, supplies and incidentals necessary to the successful accomplishment of this contract.

## **PROTECTION OF PROPERTY**

The contractor shall use every precaution necessary to prevent damage to public and private property while performing the services of this contract. The contractor shall be responsible for damage to all property and persons, including third parties which occur as a result of his or her agent's or employee's fault or negligence. The term "third party" is construed to include employees of the Government.

### **Office Cleaning:**

Services to be performed.

- 1) Daily Services.
  - a. Empty wastebaskets daily and replace trash liners weekly. Contractor will remove all trash from the premises, daily after close of business from wastebaskets and boxed or bagged trash that is CLEARLY marked as such which may be placed beside wastebaskets that are full.
- 2) Twice weekly, preferably Wednesday, and Saturday or Sunday.
  - a. Remove fingerprints and smudges from walls, woodwork, doors and glass surfaces.
  - b. Vacuum all floors to the extent necessary to remove dust, dirt and litter from floors.
  - c. Clean and polish tops of desks, tables and seats of chairs. Contractor is not responsible for cleaning work or furniture surfaces that are littered or covered with papers, books, mugs, etc. Surfaces and furniture to be cleaned must be accessible to the contractor without moving personal items and papers of the employee.
  - d. Dust all visible surfaces of furniture, fixtures, equipment, baseboards, windows and blinds.
  - e. Scrub all toilets and fixtures, sinks, all door handles etc., with disinfectant. Scrub and disinfect toilet bowls and urinals, not rust or encrustation shall remain, damp wipe dispensers (toilet paper, paper towel and other). Damp wipe and polish mirrors, shelving and chromium fixtures.
  - f. Maintain adequate supplies of toilet paper, towels and antibacterial soap in bathroom.
  - g. Floors and baseboards must be swept and wet mopped or scrubbed using mild non-abrasive disinfectant cleaner and water in proper solution to remove dirt but not harm floor covering.
  - h. Wipe down kitchenette cupboards and sink with disinfectant cleaner.
- 3) April and October Services.
  - a. Wipe light fixtures.
  - b. Wash windows inside and out. Vacuum screens
  - c. Clean walls and partitions in restrooms.
  - d. Dust and vacuum bookcases and books.

### **Miscellaneous:**

Lock exterior doors, secure windows and turn lights off after cleaning is complete. Put away all cleaning supplies in area provided for storage of janitor equipment and supplies. Maintain adequate supplies of toilet paper, towels and hand soap in the lavatories.

### **Annual Bunkhouses Cleaning:**

Cleaning of Bunkhouses shall be done in November, December or January.

- 1) Floors:

- a. All carpeted floors shall be vacuumed.
- b. Sweep and mop all uncarpeted floors removing all marks, dirt, mud and other debris.
- c. All carpets shall be shampooed.

2) Walls & Doors:

- a. All wall surfaces, door knobs, door handles, and light switch plates shall be clean and free of marks.
- b. All baseboards and door frames shall be clean and free of marks.
- c. All exterior doors shall be clean and free of marks.

3) Dusting and Cobweb Removal:

- a. All wooden surfaces, counters, ledges, door sills, frames, and wall corners shall be clean, free of dust and cobwebs.

4) Restrooms

- a. All Restroom floors in all buildings shall be clean, free of marks, and disinfected.
- b. The inside and outside of all toilets and showers shall be clean and disinfected.
- c. All sinks shall be clean, disinfected, and free of rust, residue and water deposits.
- d. All mirrors shall be clean, dry, and free of streaks and residue.
- e. All other fixtures, surfaces, walls shall be clean, disinfected, and free of water spots, marks and residue.

5) Kitchens, Sleeping Rooms, and Recreation Room

- a. All counter tops, door knobs, door handles, and light switch plates shall be clean and free of marks.
- b. All walls, cupboards and cabinets shall be clean and free of marks.
- c. All sinks shall be clean, disinfected, and free of rust, residue and water deposits
- d. All stoves/ovens shall be clean and free of marks.
- e. All appliances microwaves, washers and dryers shall be cleaned and sanitized.
- f. All refrigerators shall be cleaned and sanitized.
- g. Vacuum mattresses.

6) Windows:

- a. Window panes shall be cleaned up to 10' inside and outside. Window sills shall be clean and free of dust.

7) Trash Disposal and Wastebasket Maintenance:

- a. Soiled wastebaskets and receptacles shall be cleaned and disinfected inside and out. New liners shall be installed.

8) Furniture:

- a. All fabric type furniture shall be vacuumed to be kept free of dust and other debris.
- b. All fabric type furniture shall be spot cleaned.

9) Other:

- a. All light fixtures and panels shall be cleaned so as to be free of dust, dirt and debris.
- b. All vents, fans and air intakes shall be cleaned and vacuumed so as to be free of dust, dirt and debris.

10) Basement

- a. Sweep bare floors and vacuum carpet.

**Ashland Warehouse Restroom Cleaning**

**Once a week**

- a. Restroom floor in the bathroom shall be clean, free of marks, and disinfected.
- b. The inside and outside of toilet shall be clean and disinfected.
- c. Sink shall be clean, disinfected, and free of rust, residue and water deposits.
- d. Mirror shall be clean, dry, and free of streaks and residue.
- e. All other fixtures, surfaces, walls shall be clean, disinfected, and free of water spots, marks and residue.
- f. Wastebaskets and receptacles shall be cleaned and disinfected inside and out. New liners shall be installed.
- e. Contractor shall supply toilet paper and antibacterial soap.

**Diamond Butte Lookout Cleaning:**

**Twice a year, preferably once in the spring and once in the fall.**

- a. Clean walls, stove, cabinets with warm soapy water.
- b. Clean and polish the table.
- c. Sweep and mop the entire floor.
- d. Clean the windows.

**FOR CUSTODIAL SERVICES**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this Statement of Work. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Service Delivery Summary (SDS) in the maintenance contract.

**The QASP provides a systematic method to evaluate the services the contractor is required to furnish.**

This QASP is based on the premise the government desires to maintain a quality standard in the custodial functions needed for their facilities and that a janitorial service contract to provide these services is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a high quality assurance program.

Performance Objective	Performance Threshold
<p><b><u>Basic Cleaning Services.</u></b>                      Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty. Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.</p>	<p>95% of all facilities are without customer complaints for the month.</p> <p>Random sampling of inspection reports by COR.</p>
Performance Objective	Performance Threshold
<p><b><u>Periodic Cleaning Services.</u></b>                      Floors have a glossy uniform appearance free of scuffmarks, heel marks, wax build-up, and other stains and discoloration. Windows are free of film, dirt, smudges, water, and other foreign matter. Carpets are free of stains and discoloration. Heating and return vents are free of dust.</p>	<p>95% of all facilities receiving periodic services are without customer complaints for the reporting period.</p> <p>Random sampling of inspection reports by COR.</p>

**SURVEILLANCE:** The government quality assurance (QA) person will receive complaints from station personnel and pass them to the contractor's quality control inspector (QCI) for correction.

**STANDARD:** 95% of all facilities are without customer complaints for the month or service period. For example, the QA should receive no more than 5 customer complaints during the service period. The QA shall notify the contracting officer for appropriate action in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items or the appropriate Inspection of Services clause, if any of the above service areas exceed five customer complaints.

**PROCEDURES:** Any station employee that observes unacceptable services, either incomplete or not performed, for any of the above performance objectives should immediately contact the QA and the QA will complete appropriate documentation to record the complaint. The QA will consider the customer complaint valid upon receipt from the customer. The QA should inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the QA if not corrected. The QA will consider customer complaints as resolved unless notified otherwise by the customer. The QA shall verbally notify the Contractor's Quality Control Inspector (QCI) to pick up the written customer complaint. The QCI will be given 24 hours after verbal notification to correct the unacceptable performance. If the QCI disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the QCI will notify the QA. The QA will conduct an investigation to determine the validity of the complaint. If the QA determines the complaint as invalid, he will document the written complaint of the findings and notify the customer. The QA will retain the annotated copy of the written complaint for his/her files. If after investigation the QA determines the complaint as valid, the QA will inform the QCI and the QCI will be given an additional hour to correct the defect. A defect will not be recorded if proper and timely correction of the unacceptable condition(s) is accomplished. The QCI shall return the written customer complaint document, properly completed with actions taken, to the QA, who will file the complaint for monitoring future recurring performance. Recurring customer complaints are not permitted for any of the above service items. If a repeat customer complaint is received indicating the same deficiency during the service period (month, quarter, etc.), the QA should contact the Contracting Officer for appropriate action.

## TERMS AND CONDITIONS

### **FAR 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)

### **FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items. (May 2015)**

### **FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Mar 2016)**

(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).

- (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)).
- (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).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (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 (Jul 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 (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) (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) (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.
- (37) (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.

- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (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.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (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.
- (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 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).
- (45) 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).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (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). **WG-03/01 - \$14.31/hour**

x (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 (Mar 2016) (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 (Apr 2015) (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 (Mar 2016).

(xvi) 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).

(xvii) 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.

(xviii) 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)

**FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

**FAR 52.232-19 Availability of Funds for the Next Fiscal Year. (Apr 1984)**

Funds are not presently available for performance under this contract beyond May 31, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond May 31, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (JUL 2012)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: Please contact the applicable POC-

**Distribution of Reports POC:**

**Cele Aguirre-Bravo**  
Agency (FS) POC/  
BioPreferred Program  
1621 North Kent Street  
Arlington, VA 22209  
Tele: 703-605-5144  
Fax: 703-605-5100

**Technical Issues/BioPreferred Website Reporting Tool POC:**

**Ron Buckhalt**  
USDA Program Manager/  
BioPreferred Program  
361 Reporters Bldg.  
300 7<sup>th</sup> St. SW  
Washington, DC 20024  
Tele: 202.205.4008

(End of clause)

**FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)**

**AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants. ALT 1 (FEB 2012)**

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –
  - (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
  - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 and 434.

(End of Clause)

**AGAR 452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is from June 1<sup>st</sup> through May 31<sup>st</sup> for base period.

(End of Clause)

**AGAR 452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at: a date and time to be determined.

(End of Clause)

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Attachment 1: Service Contract Act, Wage Determination

Attachment 2: Experience Questionnaire

Attachment 3: Map to Diamond Butte Lookout (separate attachment)

Attachment 4: Quality Assurance Surveillance and Biobased Plan. This is an example of information needed.

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF QUOTERS

### 52.252-1 -- Solicitation Provisions Incorporated by Reference. (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

### FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Mar 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (q) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;

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

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

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

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

Sensitive technology—

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products,

*i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free

Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) *Representation.* The offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

Yes or  No.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of Provision)

**FAR 52.223-1 Biobased Product Certification. (MAY 2012)**

**AGAR 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

- NAICS Code 561720
- Size Standard \$18 million

(End of provision)

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

### Quote Submittal:

Contractors wishing to submit a quote must include the following:

- SF-1449, Solicitation/Contract/Order for Commercial Items; Completed and signed.
- Section B – Schedule of Items (page 1 of 49).
- Experience Questionnaire (Attachment 2).
- Annual Representations & Certifications (pages 18-32 of 49).
- Completed AGAR 452.209-70 (page 33-34 of 49).
- Quoter is required to submit a site specific quality control inspection plan and biobased plan.
- Acknowledge Amendments per the instructions in Block 11 on the SF-30 (if applicable).

### 52.212-1 -- Instructions to Offerors -- Commercial Items. (Oct 2015)

### FAR 52.237-1 Site Visit. (APR 1984)

### AGAR 452.204-70 Inquiries. (FEB 1988)

### AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. *ALT 1* (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

#### (b) The Offeror represents that –

(1) The Offeror **is** [ ], **is not** [ ] (**check one**) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)(i) The Offeror **has** [ ], **has not** [ ] (**check one**) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror **has** [ ], **has not** [ ] (**check one**) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror **does** [ ], **does not** [ ] (**check one**) have any unpaid Federal tax liability that has been assessed, for

which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

### **EVALUATION CRITERIA FOR AWARD**

#### **FAR 52.212-2 -- Evaluation -- Commercial Items. (Oct 2014)**

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

Price, past performance and capability to accomplish this type of work. Past performance and experience when combined are of equal importance as price. The experience questionnaire will be used as part of the evaluation.

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

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

(End of Provision)

**Attachment 1: Service Contract Act, Wage Determination**

WD 05-2317 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

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

Daniel W. Simms Director		Wage Determination No.: 2005-2317 Revision No.: 17 Date Of Revision: 12/29/2015
Division of Wage Determinations		

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Montana  
 Area: Montana Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.83
01012 - Accounting Clerk II		14.40
01013 - Accounting Clerk III		16.11
01020 - Administrative Assistant		16.87
01040 - Court Reporter		16.65
01051 - Data Entry Operator I		10.84
01052 - Data Entry Operator II		11.83
01060 - Dispatcher, Motor Vehicle		16.63
01070 - Document Preparation Clerk		12.32
01090 - Duplicating Machine Operator		12.32
01111 - General Clerk I		10.43
01112 - General Clerk II		11.38
01113 - General Clerk III		12.77
01120 - Housing Referral Assistant		15.91
01141 - Messenger Courier		10.55
01191 - Order Clerk I		11.91
01192 - Order Clerk II		13.00
01261 - Personnel Assistant (Employment) I		13.69
01262 - Personnel Assistant (Employment) II		15.31
01263 - Personnel Assistant (Employment) III		17.08
01270 - Production Control Clerk		19.04
01280 - Receptionist		10.95
01290 - Rental Clerk		10.31
01300 - Scheduler, Maintenance		11.98
01311 - Secretary I		11.98

01312 - Secretary II	13.40
01313 - Secretary III	15.91
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	16.87
01420 - Survey Worker	13.27
01531 - Travel Clerk I	11.66
01532 - Travel Clerk II	12.50
01533 - Travel Clerk III	13.31
01611 - Word Processor I	11.82
01612 - Word Processor II	13.27
01613 - Word Processor III	14.84
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.97
05010 - Automotive Electrician	16.06
05040 - Automotive Glass Installer	15.17
05070 - Automotive Worker	15.17
05110 - Mobile Equipment Servicer	13.53
05130 - Motor Equipment Metal Mechanic	16.97
05160 - Motor Equipment Metal Worker	15.17
05190 - Motor Vehicle Mechanic	16.97
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.30
05280 - Motor Vehicle Wrecker	15.17
05310 - Painter, Automotive	16.06
05340 - Radiator Repair Specialist	15.17
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	10.09
07042 - Cook II	11.65
07070 - Dishwasher	7.96
07130 - Food Service Worker	8.86
07210 - Meat Cutter	12.85
07260 - Waiter/Waitress	8.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09080 - Furniture Refinisher	15.96
09090 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	10.58
11090 - Gardener	13.74
11122 - Housekeeping Aide	10.58
<b>11150 - Janitor</b>	<b>10.58</b>
11210 - Laborer, Grounds Maintenance	11.50
11240 - Maid or Houseman	8.68
11260 - Pruner	10.29
11270 - Tractor Operator	13.64
11330 - Trail Maintenance Worker	11.50
11360 - Window Cleaner	11.82
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.61
12012 - Certified Occupational Therapist Assistant	16.95

12015 - Certified Physical Therapist Assistant	17.30
12020 - Dental Assistant	14.77
12025 - Dental Hygienist	31.69
12030 - EKG Technician	22.99
12035 - Electroneurodiagnostic Technologist	22.99
12040 - Emergency Medical Technician	12.45
12071 - Licensed Practical Nurse I	13.06
12072 - Licensed Practical Nurse II	14.61
12073 - Licensed Practical Nurse III	16.30
12100 - Medical Assistant	13.12
12130 - Medical Laboratory Technician	18.21
12160 - Medical Record Clerk	12.98
12190 - Medical Record Technician	14.52
12195 - Medical Transcriptionist	14.63
12210 - Nuclear Medicine Technologist	30.19
12221 - Nursing Assistant I	10.54
12222 - Nursing Assistant II	11.85
12223 - Nursing Assistant III	12.93
12224 - Nursing Assistant IV	14.51
12235 - Optical Dispenser	12.45
12236 - Optical Technician	12.76
12250 - Pharmacy Technician	13.78
12280 - Phlebotomist	13.87
12305 - Radiologic Technologist	24.21
12311 - Registered Nurse I	21.64
12312 - Registered Nurse II	26.47
12313 - Registered Nurse II, Specialist	26.47
12314 - Registered Nurse III	32.02
12315 - Registered Nurse III, Anesthetist	32.02
12316 - Registered Nurse IV	38.38
12317 - Scheduler (Drug and Alcohol Testing)	18.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	19.26
13050 - Library Aide/Clerk	10.31
13054 - Library Information Technology Systems Administrator	18.76
13058 - Library Technician	12.55
13061 - Media Specialist I	12.70
13062 - Media Specialist II	14.03
13063 - Media Specialist III	15.66
13071 - Photographer I	15.46
13072 - Photographer II	17.98
13073 - Photographer III	22.28
13074 - Photographer IV	26.63
13075 - Photographer V	32.98
13110 - Video Teleconference Technician	13.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.91
14042 - Computer Operator II	14.44
14043 - Computer Operator III	16.10
14044 - Computer Operator IV	17.93
14045 - Computer Operator V	19.82

**Ashland Ranger District Janitorial Services**  
**Ashland Ranger District, Custer Gallatin National Forest**

14071 - Computer Programmer I	(see 1)	21.01
14072 - Computer Programmer II	(see 1)	26.04
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.72
14160 - Personal Computer Support Technician		17.07
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		20.72
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15090 - Technical Instructor		16.45
15095 - Technical Instructor/Course Developer		20.12
15110 - Test Proctor		13.27
15120 - Tutor		13.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.23
16030 - Counter Attendant		8.23
16040 - Dry Cleaner		10.12
16070 - Finisher, Flatwork, Machine		8.23
16090 - Presser, Hand		8.23
16110 - Presser, Machine, Drycleaning		8.23
16130 - Presser, Machine, Shirts		8.23
16160 - Presser, Machine, Wearing Apparel, Laundry		8.23
16190 - Sewing Machine Operator		10.80
16220 - Tailor		11.49
16250 - Washer, Machine		8.77
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.63
19040 - Tool And Die Maker		23.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.91
21030 - Material Coordinator		19.94
21040 - Material Expediter		19.94
21050 - Material Handling Laborer		14.36
21071 - Order Filler		13.39
21080 - Production Line Worker (Food Processing)		14.91
21110 - Shipping Packer		13.26
21130 - Shipping/Receiving Clerk		13.26
21140 - Store Worker I		11.32
21150 - Stock Clerk		15.86
21210 - Tools And Parts Attendant		14.91
21410 - Warehouse Specialist		14.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.77
23021 - Aircraft Mechanic I		22.52
23022 - Aircraft Mechanic II		23.77
23023 - Aircraft Mechanic III		25.14
23040 - Aircraft Mechanic Helper		17.57
23050 - Aircraft, Painter		21.76
23060 - Aircraft Servicer		19.21
23080 - Aircraft Worker		20.12

23110 - Appliance Mechanic	17.56
23120 - Bicycle Repairer	12.99
23125 - Cable Splicer	29.51
23130 - Carpenter, Maintenance	16.62
23140 - Carpet Layer	23.17
23160 - Electrician, Maintenance	23.13
23181 - Electronics Technician Maintenance I	20.10
23182 - Electronics Technician Maintenance II	23.77
23183 - Electronics Technician Maintenance III	25.38
23260 - Fabric Worker	17.74
23290 - Fire Alarm System Mechanic	19.48
23310 - Fire Extinguisher Repairer	16.46
23311 - Fuel Distribution System Mechanic	22.45
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	22.52
23381 - Ground Support Equipment Servicer	18.67
23382 - Ground Support Equipment Worker	19.88
23391 - Gunsmith I	16.46
23392 - Gunsmith II	19.00
23393 - Gunsmith III	21.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.06
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.06
23430 - Heavy Equipment Mechanic	20.06
23440 - Heavy Equipment Operator	19.96
23460 - Instrument Mechanic	21.68
23465 - Laboratory/Shelter Mechanic	20.42
23470 - Laborer	11.88
23510 - Locksmith	17.12
23530 - Machinery Maintenance Mechanic	22.53
23550 - Machinist, Maintenance	17.62
23580 - Maintenance Trades Helper	13.80
23591 - Metrology Technician I	21.68
23592 - Metrology Technician II	22.88
23593 - Metrology Technician III	24.20
23640 - Millwright	20.67
23710 - Office Appliance Repairer	18.45
23760 - Painter, Maintenance	19.96
23790 - Pipefitter, Maintenance	22.26
23810 - Plumber, Maintenance	18.37
23820 - Pneudraulic Systems Mechanic	21.80
23850 - Rigger	21.80
23870 - Scale Mechanic	19.00
23890 - Sheet-Metal Worker, Maintenance	18.53
23910 - Small Engine Mechanic	15.82
23931 - Telecommunications Mechanic I	23.70
23932 - Telecommunications Mechanic II	25.02
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.41
23965 - Well Driller	20.96
23970 - Woodcraft Worker	21.80
23980 - Woodworker	15.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.59
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	9.54

24620 - Family Readiness And Support Services Coordinator	11.87
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.45
25040 - Sewage Plant Operator	18.95
25070 - Stationary Engineer	22.45
25190 - Ventilation Equipment Tender	15.60
25210 - Water Treatment Plant Operator	18.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.68
27007 - Baggage Inspector	11.20
27008 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27030 - Detection Dog Handler	13.28
27040 - Detention Officer	18.00
27070 - Firefighter	19.79
27101 - Guard I	11.20
27102 - Guard II	13.28
27131 - Police Officer I	21.39
27132 - Police Officer II	22.13
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.99
28042 - Carnival Equipment Repairer	12.05
28043 - Carnival Equipment Worker	9.16
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	12.69
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	15.55
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.31
29020 - Hatch Tender	19.31
29030 - Line Handler	19.31
29041 - Stevedore I	18.93
29042 - Stevedore II	21.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	19.24
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	12.90
30082 - Engineering Technician II	15.44
30083 - Engineering Technician III	17.27
30084 - Engineering Technician IV	21.41
30085 - Engineering Technician V	26.19
30086 - Engineering Technician VI	31.68
30090 - Environmental Technician	16.38

30210 - Laboratory Technician	17.46
30240 - Mathematical Technician	21.60
30361 - Paralegal/Legal Assistant I	14.34
30362 - Paralegal/Legal Assistant II	17.77
30363 - Paralegal/Legal Assistant III	21.74
30364 - Paralegal/Legal Assistant IV	25.66
30390 - Photo-Optics Technician	21.89
30461 - Technical Writer I	18.37
30462 - Technical Writer II	22.46
30463 - Technical Writer III	27.18
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	19.69
Surface Programs	
30621 - Weather Observer, Senior	21.60
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.08
31030 - Bus Driver	15.15
31043 - Driver Courier	11.78
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	12.80
31310 - Taxi Driver	9.75
31361 - Truckdriver, Light	12.80
31362 - Truckdriver, Medium	18.56
31363 - Truckdriver, Heavy	17.79
31364 - Truckdriver, Tractor-Trailer	17.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	8.60
99095 - Embalmer	23.62
99251 - Laboratory Animal Caretaker I	9.85
99252 - Laboratory Animal Caretaker II	10.70
99310 - Mortician	23.62
99410 - Pest Controller	13.90
99510 - Photofinishing Worker	12.97
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	17.95
99730 - Refuse Collector	13.26
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	11.12
99830 - Survey Party Chief	20.39
99831 - Surveying Aide	12.66
99832 - Surveying Technician	17.22
99840 - Vending Machine Attendant	12.12
99841 - Vending Machine Repairer	14.38
99842 - Vending Machine Repairer Helper	12.12

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

**Attachment 2: Experience Questionnaire**

USDA Forest Service  <p style="text-align: center;"><b><u>EXPERIENCE QUESTIONNAIRE</u></b></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.	1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?		

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

8a. Have you ever failed to complete any work awarded to you?     Yes     No  
 8b. Has work ever been completed by performance bond?             Yes     No  
 8c. Did you look at the project site(s) on-the-ground?                 Yes     No  
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:


**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_
  - b. Are employees regularly on your payroll: [ ] Yes [ ] No
  - c. Specify equipment available for this contract: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - d. Estimate rate of progress below (such as 2.0 acres/man/day):  
 (1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.**

<p><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	12a. CERTIFYING OFFICIAL'S NAME AND TITLE	
	b. SIGNATURE (Sign in ink)	13. DATE

**Attachment 4: Example of Quality Assurance Surveillance and BioBased Plan for Janitorial Work**

**QUALITY ASSURANCE SURVEILLANCE AND BIOBASED PLAN  
 FOR JANITORIAL WORK**

- 1. Purpose:** This Quality Assurance Surveillance Plan (QASP) describes methods that will be used to monitor the Contractor’s performance. The QASP is not part of the Contract. It is provided to the Contractor solely for informational purposes and is subject to change by the Government during the life of the contract. The Government reserves the right to perform assessments more or less often than outlined in this QASP.
  
- 2. Introduction:** The QASP establishes methods to assess or evaluate performance of the Contractor under the contract. It is designed to provide an effective method of monitoring Contractor Performance for each objective on the Performance Requirements Summary (PRS) in the contract. The Government is concerned with the quality of the services provided, and not with the method that the Contractor uses to provide the services.
  
- 3. Responsibility for Quality Control:** The Contractor is responsible for quality control and management actions to meet the performance requirements and terms of the Contract. The Government performs quality assurance to assess the quality of services rendered, if the services meet the contract requirements, and if the contract standards are achieved.
  
- 4. Surveillance Methods:** The Government will evaluate the Contractor’s performance under this contract. Examples of Government surveillance may include:
  - a. Government Inspections.
  - b. Customer complaints with verification by the CO.
  - c. Review of Contractor’s Quality Control documentation.
  
- 5. Deduction Methods:** The Government will record performance noting any substandard performance. For substandard performance, the Government’s preferred course of action will be discussions with the Contractor to make the Contractor aware of the problem, and to effectively prevent any recurrence of substandard performance. The Government may also take the following actions:
  - a. Presentation of a Contract Discrepancy Report requiring a written explanation for substandard performance.
  - b. Payment deductions in accordance with the PRS;
  - c. Payment deductions in accordance with the applicable FAR clause(s).
  - d. Require correction or re-performance of the service.

**PERFORMANCE REQUIREMENTS SUMMARY**

**Performance Based Deduction Formula**

Performance Objective	Weight	Maximum Allowable Defect Rate	Surveillance Method
Overall Cleaning	70%	3 defects per month	Random Sampling Inspection or Verified Customer Complaint
Perform Work Within Schedule Requirements	5%	3 defects per month	Random Sampling inspection or Verified Customer Complaint
Maintain Security of Building and Compound Access	25%	3 defects per month	Random Sampling inspection or Verified Customer Complaint

**Deduction Threshold.** If the number of defects, or instances of unacceptable performance, observed during a month-long period is equal to or less than the maximum allowable defect rate (MADR), then there will be no deduction in payments to the Contractor for that task. However, if the number of defects observed during a month-long period is greater than the MADR, then there will be a deduction in payments to the Contractor for that task.

**Example of Deduction Amount to Contractor Payments.**

The MADR for janitorial work is three (3) defects per month based on the performance objective. A verified customer complaint regarding any maintenance work that falls below the standards set forth in the PWS will be considered a defect as will any inspected work that falls below the same standards. If one or more complaint is received regarding the same item, this will only be considered one complaint. Upon notice of the defect(s), the contractor will be given 24 hours to correct prior to a deduction being taken.

Assume that there is four verified customer complaints regarding untimely refuse collection during the month:

Four defect exceeds the MADR of three, a deduction in the payment to the Contractor for this month will be made;

The deduction amount will be as follows:

- (i) Assume the maximum possible contract payment for all items is \$1,000.00 per month.
- (ii) Timely refuse collection is weighted at 70% of the monthly total payment, which equals \$700.00.
- (iii) A deduction of 1/30 of \$700.00 will be taken for every day the defect remains uncorrected, starting from the date the defect was first reported to the contractor.
- (iv) Therefore, if the defect was reported to the contractor on July 1 and it was not corrected until July 6 this would equal five defective days. Thus the deduction would be  $5 \times 1/30 \times \$700.00 = \$105.00$
- (v) The Contractor will receive a monthly payment of \$895.00 which is the maximum possible monthly payment of \$1,000.00 minus the deduction amount of \$105.00.

**Surveillance Guide and Evaluation Procedure.** The CO will use an inspection checklist to evaluate Contractor performance. At the end of each month, the CO will summarize their findings, calculate the deduction amount, and notify the Contractor of any deduction being made. Notice to the Contractor will not be made if there is no deduction.

**BIOBASED**

*Insert the Contractor's policy stating its commitment to the use of biobased product, employee health and safety. Along with the Contractor's decision to staying current with biobased products. Include the standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.*

**Complete list of biobased products that will be used at site:**

<b>Product by Brand Name</b>	<b>Volume to be used</b>	<b>Cost</b>
All purpose cleaner Degreaser/cleaner	<b>XXX</b>	<b>\$XX.XX</b>
Heavy duty cleaner Deodorizer	<b>XXX</b>	<b>\$XX.XX</b>
Carpet shampoo Floor finish Gum remover Floor finish restorer	<b>XXX</b>	<b>\$XX.XX</b>
Disinfectant sanitizer Floor sealer	<b>XXX</b>	<b>\$XX.XX</b>

This Plan will be reviewed and updated annually, and as required by the COR.