# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 794930

PAGE 1 OF 59

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: AG-0261-S-16-0031

6. SOLICITATION ISSUE DATE: 04/13/2016

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JUSTIN HOLLOWAY

b. TELEPHONE NUMBER (No collect calls): 208-373-4186

8. OFFER DUE DATE/LOCAL TIME: 04/19/2016 1300 MT

9. ISSUED BY CODE 0261

SW IDAHO-NEVADA ACQUISITION CENTER
ATTN JUSTIN HOLLOWAY
1249 S VINNELL WAY STE 200
BOISE ID 83709-1663

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

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

NAICS: 562991

SIZE STANDARD: $7.50

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE 0269

STANLEY RANGER STATION
HC 64 BOX 9900
STANLEY ID 83278

16. ADMINISTERED BY CODE 0261

SW IDAHO-NEVADA ACQUISITION CENTER
ATTN JUSTIN HOLLOWAY
1249 S VINNELL WAY STE 200
BOISE ID 83709-1663

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | D4 Stanley Ranger Station Portable Toilets<br>Period of Performance: 05/01/2016 to 04/30/2021 | | | | |
| 001 | Portable Toilet Service Rental; May 1, 2016 through April 30, 2017.<br>See attached schedule of items.<br>Base year contract-<br>Note: Charges must be separated on invoices for mileage, rental and service fees.<br>Product/Service Code: S222<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: CHAD BULLOCK

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Product/Service Description: HOUSEKEEPING- WASTE TREATMENT/STORAGE<br><br>Delivery: 05/01/2016 | | | | |
| 101 | Portable Toilet Service Rental; May 1, 2017 through April 30, 2018.<br>See attached schedule of items.<br>Base year contract-<br>Note: Charges must be separated on invoices for mileage, rental and service fees.<br>(Option Line Item)<br>Product/Service Code: S222<br>Product/Service Description: HOUSEKEEPING- WASTE TREATMENT/STORAGE<br><br>Delivery: 05/01/2017 | | | | |
| 201 | Portable Toilet Service Rental; May 1, 2018 through April 30, 2019.<br>See attached schedule of items.<br>Option Year 2<br>Note: Charges must be separated on invoices for mileage, rental and service fees.<br>(Option Line Item)<br>Continued ... | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|---|
| | | |

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

| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
|---|---|---|---|---|
| ☐ PARTIAL ☐ FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ FINAL | |

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

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

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Product/Service Code: S222<br>Product/Service Description: HOUSEKEEPING- WASTE TREATMENT/STORAGE<br><br>Delivery: 05/01/2018 | | | | |
| 301 | Portable Toilet Service Rental; May 1, 2019 through April 30, 2020.<br>See attached schedule of items.<br>Option Year 3<br>Note: Charges must be separated on invoices for mileage, rental and service fees.<br>(Option Line Item)<br>Product/Service Code: S222<br>Product/Service Description: HOUSEKEEPING- WASTE TREATMENT/STORAGE<br><br>Delivery: 05/01/2019 | | | | |
| 401 | Portable Toilet Service Rental; May 1, 2020 through April 30, 2021.<br>See attached schedule of items.<br>Option Year 4<br>Note: Charges must be separated on invoices for mileage, rental and service fees.<br>(Option Line Item)<br>Product/Service Code: S222<br>Product/Service Description: HOUSEKEEPING- WASTE TREATMENT/STORAGE<br><br>Delivery: 05/01/2020<br><br>The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website<br>Continued ... | | | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | https://www.ipp.gov/index.htm. Please make sure that your company has registered at https://www.ipp.gov/vendors/enrollment-vendors.htm to establish your account. | | | | |

## STATEMENT OF WORK

**1. DESCRIPTION OF SERVICES.** The Contractor shall provide portable toilets to the Stanley Ranger Station for use by the general public. During the winter months, October 1 through April 30 we will require one ADA toilet with service/cleaning with additional antifreeze, one time per week. May 1 through June 30 we will require one ADA toilet with summer cleaning/service one time per week. July 1 through September 30 we will require one ADA toilet and one standard toilet with summer cleaning/service two times per week.

### 1.1 LOCATION AND DESCRIPTION.

Parking Lot/Building is located approximately 5 miles south of Stanley, Idaho on Highway 75.

### 1.2 BIOBASED CUSTODIAL SERVICES.

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this contract for custodial services for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

**Ex: Lavatory Flushing Fluids, Sanitary Tissues, Air Fresheners and Deodorizers,**

Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content.

In addition to the biobased products designated by the U.S. Department of Agriculture inthe BioPreferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract.
Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

## SCHEDULE OF ITEMS

**BASE YEAR – May 1, 2016 through April 30, 2017**

| Item No | Service | Quantity | Unit | Price | Total |
|---|---|---|---|---|---|
| 001 | ADA Portable Toilet May 1 through April 30 | 12 | Mo | $ | $ |
| | Standard Portable Toilet July 1 through September 30 | 3 | Mo | $ | $ |
| | Toilet service/cleaning (1 visit per week) May 1 through June 30 | 4 | Week | $ | $ |
| | Summer Toilet service/cleaning (2 visits per week) July 1 through September 30 | 28 | Week | $ | $ |
| | Winter (antifreeze) toilet service/cleaning(1 visit per week) April 1-30 | 24 | Week | $ | $ |
| | | | Mo | $ | $ |
| | | | | **GRAND TOTAL** | **$** |
| | Rate for Additional Service when needed | 1 | | $ | $ |

**OPTION YEAR ONE – May 1, 2017 through April 30, 2018**

| Item No | Service | Quantity | Unit | Price | Total |
|---|---|---|---|---|---|
| 002 | ADA Portable Toilet May 1 through April 30 | 12 | Mo | $ | $ |
| | Standard Portable Toilet July 1 through September 30 | 3 | Mo | $ | $ |
| | Winter (antifreeze)Toilet service/cleaning (1 visit per week) October 1 through April 30 | 4 | Week | $ | $ |
| | Summer Toilet service/cleaning (2 visits per week) July 1 through September 30 | 28 | Week | $ | $ |
| | Summer Toilet service/cleaning (1 visit per week) May 1 through June30 | 24 | Week | $ | $ |
| | | | | **GRAND TOTAL** | **$** |
| | Hourly Rate for Additional Service when needed | 1 | Hr | $ | $ |

**OPTION YEAR TWO – May 1, 2018 through April 30, 2019**

| Item No | Service | Quantity | Unit | Price | Total |
|---|---|---|---|---|---|
| 003 | ADA Portable Toilet May 1 through April 30 | 12 | Mo | $ | $ |
| | Standard Portable Toilet July 1 through September 30 | 3 | Mo | $ | $ |

| | | | | | |
|---|---|---|---|---|---|
| | Winter (antifreeze)Toilet service/cleaning (1 visit per week) October 1 through April 30 | 28 | Week | $ | $ |
| | Summer Toilet service/cleaning (2 visits per week) July 1 through September 30 | 24 | Week | $ | $ |
| | Summer Toilet service/cleaning (1 visit per week) May 1 through June30 | 8 | Week | $ | $ |
| | | | | **GRAND TOTAL** | **$** |
| | Rate for Additional Service when needed | 1 | | $ | $ |

**OPTION YEAR THREE – May 1, 2019 through April 30, 2020**

| Item No | Service | Quantity | Unit | Price | Total |
|---|---|---|---|---|---|
| 004 | ADA Portable Toilet May 1 through April 30 | 12 | Mo | $ | $ |
| | Standard Portable Toilet July 1 through September 30 | 3 | Mo | $ | $ |
| | Winter (antifreeze)Toilet service/cleaning (1 visit per week) October 1 through April 30 | 28 | Week | $ | $ |
| | Summer Toilet service/cleaning (2 visits per week) July 1 through September 30 | 24 | Week | $ | $ |
| | Summer Toilet service/cleaning (1 visit per week) May 1 through June30 | 8 | Week | $ | $ |
| | | | | **GRAND TOTAL** | **$** |
| | Rate for Additional Service when needed | 1 | | $ | $ |

**OPTION YEAR FOUR – May 1, 2020 through April 30, 2021**

| Item No | Service | Quantity | Unit | Price | Total |
|---|---|---|---|---|---|
| 005 | ADA Portable Toilet May 1 through April 30 | 12 | Mo | $ | $ |
| | Standard Portable Toilet July 1 through September 30 | 3 | Mo | $ | $ |
| | Winter (antifreeze)Toilet service/cleaning (1 visit per week) October 1 through April 30 | 28 | Week | $ | $ |
| | Summer Toilet service/cleaning (2 visits per week) July 1 through September 30 | 24 | Week | $ | $ |
| | Summer Toilet service/cleaning (1 visit per week) May 1 through June30 | 8 | Week | $ | $ |
| | | | | **GRAND TOTAL** | **$** |
| | Rate for Additional Service when needed | 1 | | $ | $ |

## Contract Terms and Conditions

**ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (INCORPORATED BY REFERENCE ON STANDARD FORM 1449)**

The Following are added to the terms and conditions in FAR 52-212-4

**CLAUSES INCORPORATED BY REFERENCE**

**52.204-13 – System for Award Management Maintenance. (Jul 2013)**

**52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sept 2013)**

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

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

**CLAUSES INCORPORATED BY FULL TEXT**

**52.217-8 -- Option to Extend Services. (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **5 calendar days.**

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **5 days***;* provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

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

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

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

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the 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 or 434, amended and/or subsequently enacted

(End of Clause)

(End of Addendum)

**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:

___ (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).

**X** (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).

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

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

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

___ (ii) Alternate I (Nov 2011) of 52.219-3.

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

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

**X** (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

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

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

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

___ (iv) Alternate III (Oct 2015) of 52.219-9.

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

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

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

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

**X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

**X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

**X** 28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

**X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (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).

**X** (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

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

___ (35) (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.

**X** (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).

**X** (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)).

**X** (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:

___ (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).

**This Statement is for Information Only: It is not a Wage Determination**

| Employee Class | Monetary Wage -- Fringe Benefits |
|---|---|
| Janitorial – WG-02 | $11.95 |

**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 (Dec 2015) (E.O. 13658).

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

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

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (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) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, 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)

WD 05-2159 (Rev.-18) 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 |
| | Wage Determination No.: 2005-2159 |
| Daniel W. Simms Division of Director Wage Determinations | Revision No.: 18 |
| | Date Of Revision: 12/29/2015 |

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.

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State: Idaho

Area: Idaho Statewide

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**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.27 |
| 01012 - Accounting Clerk II | | 13.83 |
| 01013 - Accounting Clerk III | | 15.09 |
| 01020 - Administrative Assistant | | 17.16 |
| 01040 - Court Reporter | | 22.66 |
| 01051 - Data Entry Operator I | | 11.51 |

| | |
|---|---|
| 01052 - Data Entry Operator II | 12.57 |
| 01060 - Dispatcher, Motor Vehicle | 17.87 |
| 01070 - Document Preparation Clerk | 14.34 |
| 01090 - Duplicating Machine Operator | 14.34 |
| 01111 - General Clerk I | 11.17 |
| 01112 - General Clerk II | 12.19 |
| 01113 - General Clerk III | 13.68 |
| 01120 - Housing Referral Assistant | 17.37 |
| 01141 - Messenger Courier | 10.69 |
| 01191 - Order Clerk I | 14.76 |
| 01192 - Order Clerk II | 16.11 |
| 01261 - Personnel Assistant (Employment) I | 13.55 |
| 01262 - Personnel Assistant (Employment) II | 15.15 |
| 01263 - Personnel Assistant (Employment) III | 16.89 |
| 01270 - Production Control Clerk | 18.51 |
| 01280 - Receptionist | 11.51 |
| 01290 - Rental Clerk | 12.35 |
| 01300 - Scheduler, Maintenance | 13.93 |
| 01311 - Secretary I | 13.93 |
| 01312 - Secretary II | 15.58 |
| 01313 - Secretary III | 17.37 |
| 01320 - Service Order Dispatcher | 16.49 |
| 01410 - Supply Technician | 17.16 |
| 01420 - Survey Worker | 11.40 |
| 01531 - Travel Clerk I | 12.07 |
| 01532 - Travel Clerk II | 12.66 |
| 01533 - Travel Clerk III | 13.73 |
| 01611 - Word Processor I | 13.03 |
| 01612 - Word Processor II | 13.92 |
| 01613 - Word Processor III | 15.58 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 17.65 |
| 05010 - Automotive Electrician | 14.43 |
| 05040 - Automotive Glass Installer | 14.24 |

| | |
|---|---|
| 05070 - Automotive Worker | 14.07 |
| 05110 - Mobile Equipment Servicer | 11.50 |
| 05130 - Motor Equipment Metal Mechanic | 15.83 |
| 05160 - Motor Equipment Metal Worker | 14.07 |
| 05190 - Motor Vehicle Mechanic | 15.83 |
| 05220 - Motor Vehicle Mechanic Helper | 11.50 |
| 05250 - Motor Vehicle Upholstery Worker | 13.30 |
| 05280 - Motor Vehicle Wrecker | 14.07 |
| 05310 - Painter, Automotive | 15.03 |
| 05340 - Radiator Repair Specialist | 15.27 |
| 05370 - Tire Repairer | 10.02 |
| 05400 - Transmission Repair Specialist | 15.83 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.89 |
| 07041 - Cook I | 9.80 |
| 07042 - Cook II | 11.37 |
| 07070 - Dishwasher | 7.90 |
| 07130 - Food Service Worker | 9.41 |
| 07210 - Meat Cutter | 14.58 |
| 07260 - Waiter/Waitress | 8.62 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 13.60 |
| 09040 - Furniture Handler | 10.99 |
| 09080 - Furniture Refinisher | 13.05 |
| 09090 - Furniture Refinisher Helper | 11.51 |
| 09110 - Furniture Repairer, Minor | 11.54 |
| 09130 - Upholsterer | 12.83 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.95 |
| 11060 - Elevator Operator | 8.95 |
| 11090 - Gardener | 14.27 |
| 11122 - Housekeeping Aide | 10.75 |
| 11150 - Janitor | 11.06 |
| 11210 - Laborer, Grounds Maintenance | 11.56 |

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|---|---|
| 11240 - Maid or Houseman | 8.80 |
| 11260 - Pruner | 10.14 |
| 11270 - Tractor Operator | 14.11 |
| 11330 - Trail Maintenance Worker | 11.56 |
| 11360 - Window Cleaner | 12.19 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.49 |
| 12011 - Breath Alcohol Technician | 16.25 |
| 12012 - Certified Occupational Therapist Assistant | 24.40 |
| 12015 - Certified Physical Therapist Assistant | 21.99 |
| 12020 - Dental Assistant | 14.94 |
| 12025 - Dental Hygienist | 33.20 |
| 12030 - EKG Technician | 24.91 |
| 12035 - Electroneurodiagnostic Technologist | 24.91 |
| 12040 - Emergency Medical Technician | 16.49 |
| 12071 - Licensed Practical Nurse I | 14.53 |
| 12072 - Licensed Practical Nurse II | 16.25 |
| 12073 - Licensed Practical Nurse III | 18.12 |
| 12100 - Medical Assistant | 14.79 |
| 12130 - Medical Laboratory Technician | 17.53 |
| 12160 - Medical Record Clerk | 13.47 |
| 12190 - Medical Record Technician | 15.07 |
| 12195 - Medical Transcriptionist | 15.16 |
| 12210 - Nuclear Medicine Technologist | 32.30 |
| 12221 - Nursing Assistant I | 10.66 |
| 12222 - Nursing Assistant II | 11.99 |
| 12223 - Nursing Assistant III | 13.08 |
| 12224 - Nursing Assistant IV | 14.66 |
| 12235 - Optical Dispenser | 14.76 |
| 12236 - Optical Technician | 13.18 |
| 12250 - Pharmacy Technician | 14.80 |
| 12280 - Phlebotomist | 14.66 |
| 12305 - Radiologic Technologist | 22.77 |
| 12311 - Registered Nurse I | 22.72 |

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|---|---|
| 12312 - Registered Nurse II | 27.78 |
| 12313 - Registered Nurse II, Specialist | 27.78 |
| 12314 - Registered Nurse III | 33.61 |
| 12315 - Registered Nurse III, Anesthetist | 33.61 |
| 12316 - Registered Nurse IV | 40.02 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 20.13 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 16.36 |
| 13012 - Exhibits Specialist II | 20.27 |
| 13013 - Exhibits Specialist III | 24.80 |
| 13041 - Illustrator I | 16.36 |
| 13042 - Illustrator II | 20.27 |
| 13043 - Illustrator III | 24.80 |
| 13047 - Librarian | 22.59 |
| 13050 - Library Aide/Clerk | 13.53 |
| 13054 - Library Information Technology Systems Administrator | 20.57 |
| 13058 - Library Technician | 13.31 |
| 13061 - Media Specialist I | 14.72 |
| 13062 - Media Specialist II | 16.48 |
| 13063 - Media Specialist III | 18.36 |
| 13071 - Photographer I | 13.38 |
| 13072 - Photographer II | 16.76 |
| 13073 - Photographer III | 18.78 |
| 13074 - Photographer IV | 23.09 |
| 13075 - Photographer V | 28.39 |
| 13110 - Video Teleconference Technician | 18.11 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.69 |
| 14042 - Computer Operator II | 16.43 |
| 14043 - Computer Operator III | 18.32 |
| 14044 - Computer Operator IV | 20.50 |
| 14045 - Computer Operator V | 22.54 |
| 14071 - Computer Programmer I | 17.62 |

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|---|---|---|
| 14072 - Computer Programmer II | | 22.88 |
| 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 | | 14.69 |
| 14160 - Personal Computer Support Technician | | 20.50 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 27.58 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 33.36 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 36.70 |
| 15050 - Computer Based Training Specialist / Instructor | | 27.58 |
| 15060 - Educational Technologist | | 20.74 |
| 15070 - Flight Instructor (Pilot) | | 36.70 |
| 15080 - Graphic Artist | | 18.46 |
| 15090 - Technical Instructor | | 18.36 |
| 15095 - Technical Instructor/Course Developer | | 22.46 |
| 15110 - Test Proctor | | 14.79 |
| 15120 - Tutor | | 14.79 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 8.97 |
| 16030 - Counter Attendant | | 8.97 |
| 16040 - Dry Cleaner | | 10.70 |
| 16070 - Finisher, Flatwork, Machine | | 8.97 |
| 16090 - Presser, Hand | | 8.97 |
| 16110 - Presser, Machine, Dry-cleaning | | 8.97 |
| 16130 - Presser, Machine, Shirts | | 8.97 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 8.97 |
| 16190 - Sewing Machine Operator | | 11.28 |
| 16220 - Tailor | | 11.90 |
| 16250 - Washer, Machine | | 9.39 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 14.91 |

| | |
|---|---|
| 19040 - Tool And Die Maker | 22.33 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 12.95 |
| 21030 - Material Coordinator | 18.51 |
| 21040 - Material Expediter | 18.51 |
| 21050 - Material Handling Laborer | 10.85 |
| 21071 - Order Filler | 11.95 |
| 21080 - Production Line Worker (Food Processing) | 12.95 |
| 21110 - Shipping Packer | 12.87 |
| 21130 - Shipping/Receiving Clerk | 12.87 |
| 21140 - Store Worker I | 10.50 |
| 21150 - Stock Clerk | 15.07 |
| 21210 - Tools And Parts Attendant | 12.95 |
| 21410 - Warehouse Specialist | 12.95 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 21.20 |
| 23021 - Aircraft Mechanic I | 20.19 |
| 23022 - Aircraft Mechanic II | 21.20 |
| 23023 - Aircraft Mechanic III | 22.26 |
| 23040 - Aircraft Mechanic Helper | 13.63 |
| 23050 - Aircraft, Painter | 19.01 |
| 23060 - Aircraft Servicer | 16.63 |
| 23080 - Aircraft Worker | 17.60 |
| 23110 - Appliance Mechanic | 17.03 |
| 23120 - Bicycle Repairer | 10.23 |
| 23125 - Cable Splicer | 29.76 |
| 23130 - Carpenter, Maintenance | 17.46 |
| 23140 - Carpet Layer | 19.20 |
| 23160 - Electrician, Maintenance | 20.50 |
| 23181 - Electronics Technician Maintenance I | 21.33 |
| 23182 - Electronics Technician Maintenance II | 22.66 |
| 23183 - Electronics Technician Maintenance III | 26.15 |
| 23260 - Fabric Worker | 16.56 |
| 23290 - Fire Alarm System Mechanic | 18.62 |

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|---|---|
| 23310 - Fire Extinguisher Repairer | 15.33 |
| 23311 - Fuel Distribution System Mechanic | 21.65 |
| 23312 - Fuel Distribution System Operator | 17.67 |
| 23370 - General Maintenance Worker | 16.45 |
| 23380 - Ground Support Equipment Mechanic | 20.19 |
| 23381 - Ground Support Equipment Servicer | 16.63 |
| 23382 - Ground Support Equipment Worker | 17.60 |
| 23391 - Gunsmith I | 15.33 |
| 23392 - Gunsmith II | 17.65 |
| 23393 - Gunsmith III | 21.89 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 18.62 |
| 23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility) | 19.43 |
| 23430 - Heavy Equipment Mechanic | 18.62 |
| 23440 - Heavy Equipment Operator | 18.62 |
| 23460 - Instrument Mechanic | 20.48 |
| 23465 - Laboratory/Shelter Mechanic | 18.74 |
| 23470 - Laborer | 10.85 |
| 23510 - Locksmith | 17.48 |
| 23530 - Machinery Maintenance Mechanic | 21.22 |
| 23550 - Machinist, Maintenance | 17.44 |
| 23580 - Maintenance Trades Helper | 13.09 |
| 23591 - Metrology Technician I | 20.48 |
| 23592 - Metrology Technician II | 21.51 |
| 23593 - Metrology Technician III | 22.53 |
| 23640 - Millwright | 22.43 |
| 23710 - Office Appliance Repairer | 17.48 |
| 23760 - Painter, Maintenance | 16.06 |
| 23790 - Pipefitter, Maintenance | 21.74 |
| 23810 - Plumber, Maintenance | 19.55 |
| 23820 - Pneudraulic Systems Mechanic | 21.89 |
| 23850 - Rigger | 21.88 |
| 23870 - Scale Mechanic | 17.65 |

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|---|---|
| 23890 - Sheet-Metal Worker, Maintenance | 19.69 |
| 23910 - Small Engine Mechanic | 14.51 |
| 23931 - Telecommunications Mechanic I | 23.06 |
| 23932 - Telecommunications Mechanic II | 24.50 |
| 23950 - Telephone Lineman | 20.45 |
| 23960 - Welder, Combination, Maintenance | 16.65 |
| 23965 - Well Driller | 18.62 |
| 23970 - Woodcraft Worker | 21.89 |
| 23980 - Woodworker | 14.28 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.80 |
| 24580 - Child Care Center Clerk | 12.47 |
| 24610 - Chore Aide | 9.06 |
| 24620 - Family Readiness And Support Services Coordinator | 12.08 |
| 24630 - Homemaker | 10.19 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 19.84 |
| 25040 - Sewage Plant Operator | 15.28 |
| 25070 - Stationary Engineer | 19.84 |
| 25190 - Ventilation Equipment Tender | 13.95 |
| 25210 - Water Treatment Plant Operator | 15.28 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 16.88 |
| 27007 - Baggage Inspector | 13.20 |
| 27008 - Corrections Officer | 18.72 |
| 27010 - Court Security Officer | 19.91 |
| 27030 - Detection Dog Handler | 15.80 |
| 27040 - Detention Officer | 18.72 |
| 27070 - Firefighter | 18.98 |
| 27101 - Guard I | 13.20 |
| 27102 - Guard II | 15.80 |
| 27131 - Police Officer I | 22.26 |
| 27132 - Police Officer II | 24.73 |

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|---|---|
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.94 |
| 28042 - Carnival Equipment Repairer | 14.41 |
| 28043 - Carnival Equipment Worker | 10.11 |
| 28210 - Gate Attendant/Gate Tender | 14.60 |
| 28310 - Lifeguard | 11.34 |
| 28350 - Park Attendant (Aide) | 15.36 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.92 |
| 28515 - Recreation Specialist | 15.92 |
| 28630 - Sports Official | 13.01 |
| 28690 - Swimming Pool Operator | 17.28 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 19.42 |
| 29020 - Hatch Tender | 19.42 |
| 29030 - Line Handler | 19.42 |
| 29041 - Stevedore I | 16.97 |
| 29042 - Stevedore II | 19.50 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.67 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 17.79 |
| 30022 - Archeological Technician II | 20.00 |
| 30023 - Archeological Technician III | 24.38 |
| 30030 - Cartographic Technician | 24.39 |
| 30040 - Civil Engineering Technician | 22.41 |
| 30061 - Drafter/CAD Operator I | 17.59 |
| 30062 - Drafter/CAD Operator II | 20.76 |
| 30063 - Drafter/CAD Operator III | 21.94 |
| 30064 - Drafter/CAD Operator IV | 25.54 |
| 30081 - Engineering Technician I | 13.93 |
| 30082 - Engineering Technician II | 15.62 |
| 30083 - Engineering Technician III | 18.43 |
| 30084 - Engineering Technician IV | 21.66 |

| | | |
|---|---|---|
| 30085 - Engineering Technician V | | 26.49 |
| 30086 - Engineering Technician VI | | 30.94 |
| 30090 - Environmental Technician | | 22.32 |
| 30210 - Laboratory Technician | | 20.26 |
| 30240 - Mathematical Technician | | 24.45 |
| 30361 - Paralegal/Legal Assistant I | | 16.96 |
| 30362 - Paralegal/Legal Assistant II | | 21.01 |
| 30363 - Paralegal/Legal Assistant III | | 25.70 |
| 30364 - Paralegal/Legal Assistant IV | | 31.10 |
| 30390 - Photo-Optics Technician | | 24.45 |
| 30461 - Technical Writer I | | 20.81 |
| 30462 - Technical Writer II | | 25.45 |
| 30463 - Technical Writer III | | 27.75 |
| 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 Surface Programs | (see 2) | 19.61 |
| 30621 - Weather Observer, Senior | (see 2) | 23.97 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | | 10.06 |
| 31030 - Bus Driver | | 12.58 |
| 31043 - Driver Courier | | 12.40 |
| 31260 - Parking and Lot Attendant | | 8.69 |
| 31290 - Shuttle Bus Driver | | 13.52 |
| 31310 - Taxi Driver | | 9.78 |
| 31361 - Truck Driver, Light | | 13.52 |
| 31362 - Truck Driver, Medium | | 14.62 |
| 31363 - Truck Driver, Heavy | | 16.12 |
| 31364 - Truck Driver, Tractor-Trailer | | 16.12 |
| 99000 - Miscellaneous Occupations | | |
| 99030 - Cashier | | 9.03 |

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|---|---|
| 99050 - Desk Clerk | 8.36 |
| 99095 - Embalmer | 25.86 |
| 99251 - Laboratory Animal Caretaker I | 9.90 |
| 99252 - Laboratory Animal Caretaker II | 10.80 |
| 99310 - Mortician | 25.86 |
| 99410 - Pest Controller | 16.64 |
| 99510 - Photofinishing Worker | 13.32 |
| 99710 - Recycling Laborer | 15.96 |
| 99711 - Recycling Specialist | 18.07 |
| 99730 - Refuse Collector | 13.99 |
| 99810 - Sales Clerk | 11.95 |
| 99820 - School Crossing Guard | 11.85 |
| 99830 - Survey Party Chief | 20.27 |
| 99831 - Surveying Aide | 13.74 |
| 99832 - Surveying Technician | 18.43 |
| 99840 - Vending Machine Attendant | 11.52 |
| 99841 - Vending Machine Repairer | 14.81 |
| 99842 - Vending Machine Repairer Helper | 11.13 |

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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 4174)

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 ordinance, 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 aside, 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.

## SOLICITATION PROVISIONS

**Provisions Incorporated by Reference**

**52.204-7 System for Award Management (Jul 2013)**
**52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Nov 2015)**

**52.212-1 Instructions to Offerors - Commercial Items. (Oct 2015)**
**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Oct 2015)**

**Provision Incorporated by Full Text**

**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**

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

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

(End of Provision)

**52.223-1 Biobased Product Certification (May 2012)**

The Contractor shall execute the following certification required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8102(c) (3) :
I, _____(name of certifier), am an officer or employee responsible for the performance of this contract and I hereby certify that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the officer as a direct result of this contract, will comply with the applicable specifications of other contractual requirements.

_____
{Signature of the Officer or Employee}

_____
{Typed Name of the Officer or Employee}

_____
{Title}

_____
{Name of Company, Firm, or Organization}

_____
{Date}

(End of Provision)

**52.237-1 -- Site Visit. (Apr 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

**FAR 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): Federal Acquisition Regulations - *https://www.acquisition.gov/far* and the Agriculture Acquisition Regulations – *www.usda.gov/procurement/policy/agar.html*.

(End of Provision)

**452.204-70 Inquiries. (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

**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 **562991**
- Size Standard **$7.5M**

(End of provision)

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items.**

As prescribed in 12.301(b)(2), insert the following provision:

**Offeror Representations and Certifications -- Commercial Items (Apr 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 (r) of this provision.

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

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

"Forced or indentured child labor" means all work or service—

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

"Veteran-owned small business concern" means a small business concern—

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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 _____.

(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 consideredcomponents 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 appear 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 is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) [_] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[_] TIN:_____.

[_] TIN has been applied for.

[_] TIN is not required because:

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

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

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

(4) Type of organization.

[_] Sole proprietorship;

[_] Partnership;

[_] Corporate entity (not tax-exempt);

[_] Corporate entity (tax-exempt);

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

[_] Foreign government;

[_] International organization per 26 CFR 1.6049-4;

[_] Other _____.

(5) Common parent.

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

[_] Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation and 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.

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

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

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

Predecessor CAGE code _____(or mark "Unknown).

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

(End of Provision)

*(Contractor is required to fill this form out and return along with any quote submitted for this solicitation)*

**452.209–70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction.** ***Alternate 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)

Name of Company:_____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

**STATE OF IDAHO CERTIFICATE OF VERIFICATION**
**OF WORKERS' COMPENSATION INSURANCE**

Read thoroughly before completing form.

***WHAT ARE THE WORKERS' COMPENSATION REQUIREMENTS?***

The Idaho Workers' Compensation Law requires that employers who hire one or more, either full or part-time employees, to perform work in the State of Idaho, carry workers' compensation insurance unless specifically exempted. ***Failure to comply could result in monetary penalties as well as an injunction to prohibit the employer from operating the business. Failure to carry workers' compensation insurance for employees is a misdemeanor under Idaho Law.***

***WHO MUST COMPLETE THIS FORM?***

Any person, partnership, limited liability company, corporation or firm who is bidding on a contract for the United States Department of Agriculture/Forest Service (USFS) for work that is within the State of Idaho and who has been notified by the USFS that he/she/it has been selected for a USFS contract.

***WHEN MUST THE FORM BE COMPLETED?***

The form must be completed and forwarded to one of the Industrial Commission offices when you are notified by the USFS that you have been selected for a USFS contract. The approval of the Industrial Commission is required prior to the final award.

***ADDITIONAL COMMENTS:***

Failure to complete any part of the form that is applicable to your operations could result in a delay in processing.

If any of the work is to be performed by sub-contractors, each sub-contractor must obtain and complete a Certificate of Verification of Workers' Compensation insurance.

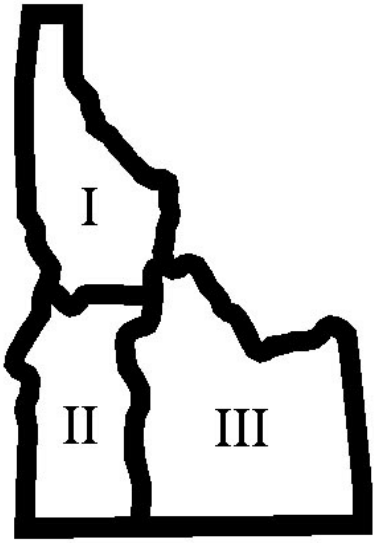
If your business is a partnership, limited liability company or corporation, each partner/member/corporate officer must sign the form where designated.

You must submit a separate verification form for each contract awarded.
***ONCE THE BIDDER HAS COMPLETED AND SIGNED THE FORM, FAX, MAIL, OR DELIVER IT TO THE APPROPRIATE INDUSTRIAL COMMISSION OFFICE. IF YOU HAVE ANY QUESTIONS, CONTACT A COMPLIANCE REPRESENTATIVE AT ANY OF THE FOLLOWING OFFICES:***

***North Idaho***
1221 Ironwood Street, Suite 100
COEUR D'ALENE ID 83814
(208) 769-1565 or FAX (208) 769-1465

***Southwest Idaho***
317 Main Street
P 0 BOX 83720, BOISE ID 83720-0041
(208) 334-6032 or 1-800-950-2110
or FAX (208) 334-5145

***Southeast Idaho***
1070 Hiline, Suite 300
POCATELLO ID 83201
(208) 236-6366 or FAX (208) 236-6040



# STATE OF IDAHO
# CERTIFICATE OF VERIFICATION
# OF WORKERS' COMPENSATION INSURANCE

**FOR I.C. USE ONLY**

**IC#** _____

**Received** _____

**Date:** _____

1. Contractor's Name _____
2. Business Name _____
3. Contractor's Federal Identification Number _____
4. Contractor's Business Address _____
   *Street, Box #* *City, State* *Zip*
5. Contractor's Business Telephone Number _____
6. Contractor's Home Address _____
   *Street, Box #* *City, State* *Zip*
7. Name of Supervisor in charge of project _____
8. Supervisor's Business Address _____
   *Street, Box #* *City, State* *Zip*
9. Supervisor's Business Telephone _____
10. Supervisor's Home Address _____
    *Street, Box #* *City, State* *Zip*
11. **Classification of Business**

    (a) ☐ Corporation
    *(List names, addresses & telephone numbers of corporate officers and directors, and percent of ownership.)*

    (b) ☐ Partnership/Limited Liability Company
    *(List partner/member names, addresses, telephone numbers, and percent of ownership.)*

    (c) ☐ Sole Proprietorship

    (d) ☐ Other - Please explain

**Description of Project**

12. Contract # _____ Estimated Start Date_____
13. Location of Work_____
14. Description of Work _____
15. Forest Service District Office Overseeing Contract _____
16. **DO YOU HAVE WORKERS' COMPENSATION INSURANCE?** ☐ Yes ☐ No

17. Workers' Compensation Insurance Company

Name of Carrier_____

Policy # _____ Effective Date _____

Name of Agent _____ Tel. # _____

Address _____
*Street, Box* *City, State* *Zip*

Extraterritorial Coverage #_____

State _____ Date Approved _____ Expiration Date _____

18. If Contractor is a **sole proprietorship/partnership/limited liability company**, will workers other than the proprietor or partners/members be performing any of the work to be done under this contract?

☐ Yes ☐ No

a. **If yes**, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. *(Attach additional pages, if needed.)*

19. If Contractor is a **corporation**, will workers who are not officers and 10% shareholders and directors of the corporation be performing any of the work to be done under this contract?

☐ Yes ☐ No

**If yes**, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. *(Attach additional pages, if needed.)*

20. Do you intend to use any sub-contractors to assist you in the performance of this contract? **Note: All sub-contractors used on this contract must also submit a Certificate of Verification of Workers' Compensation Insurance for approval prior to commencing work on this contract.**

☐ Yes ☐ No

**If yes**, state their names, business names, permanent addresses and telephone numbers.

21. *Based upon my knowledge of the work to be performed under the contract specified on page 1 and upon my knowledge of work practices, methods and technologies to be applied during this contract, I estimate that _____ workers are necessary to do the work in the time prescribed, assuming average production rates and conditions.*

22. ***I certify** that the above information is true and correct to the best of my knowledge and belief. Further, I agree to inform the Industrial Commission Compliance Officer if there is any change in the above information during the time this contract is in effect.*

_____
*Type or Print Contractor's Name*

*By:* _____
*Signature*

*Date:* _____

23. If the business is a partnership, limited liability company or corporation, this document requires the signature of ***all*** of the partners/members/corporate officers. *(Attach additional pages if necessary.)*

_____ Date _____
*Partner/Member/Corp. Off. Title % of Ownership*

_____ Date _____
*Partner/Member/Corp. Off. Title % of Ownership*

_____ Date _____
*Partner/Member/Corp. Off. Title % of Ownership*

_____ Date _____
*Partner/Member/Corp. Off. Title % of Ownership*

---

*CONTRACTOR - DO NOT WRITE BELOW THIS LINE*

*Based solely upon the assertions above set forth, and without warranty of continued compliance, the Idaho Industrial Commission finds that Contractor:*

☐ Currently carries workers' compensation insurance as required by state law.

☐ Has a current extraterritorial on file from the State of _____ which covers *only* _____ based employees while working temporarily in the State of Idaho. Extraterritorial coverage expires _____.

☐ Is not required to provide workers' compensation insurance because:

☐ Is a partnership/limited liability company/sole proprietor which employs no workers other than the partners/members/sole proprietor and will not employ any other workers under this contract.

☐ Is a corporation which employs no workers other than individuals who are corporate officers, directors <u>and</u> 10% shareholders and will not employ any other workers under this contract.

☐ Other *(Specify)*:

*(By making the above finding, the Commission does not warrant continued compliance.)*

☐ Has not obtained the required workers' compensation insurance.

_____
*Industrial Commission Compliance Officer*

*Date*_____

*Contract/Solicitation #* _____