

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF 36	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-52B1-S-16-0030	6. SOLICITATION ISSUE DATE 5/11/16		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Roger Manning		b. TELEPHONE NUMBER(No collect calls) 812-275-5987	8. OFFER DUE DATE/ LOCAL TIME 5/27/16 11:00 a.m. e.s.t.		
9. ISSUED BY			10. THIS ACQUISITION IS			
Hoosier National Forest 811 Constitution Ave  Bedford, IN 47421			UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE:100 % FOR <input checked="" type="checkbox"/> SMALL BUS.			
			<input type="checkbox"/> EMERGING SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO			14. METHOD OF SOLICITATION XX RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR			16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR			18a. PAYMENT WILL BE MADE BY IPP			
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Furnish all labor, materials, supervision, permits, tools, and equipment required to provide NNIP elimination services at Tige Timber Harvest Area on the Hoosier National Forest, County of Perry, IN.  Emailed submissions are preferred to: <a href="mailto:rkmanning@fs.fed.us">rkmanning@fs.fed.us</a> No fax submissions will be accepted.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE	<input type="checkbox"/> 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: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

TIN# \_\_\_\_\_ DUNS# \_\_\_\_\_ Are you registered in SAM? Y N

Email: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

**SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS  
SCHEDULE OF ITEMS**

Line 1

Patoka Description	Est. Quantity	Unit	Unit Price	Total Price
<b>Foliar Herbicide Treatment Category: Shade tolerant Grasses/Other NNIP</b>				
Tige 1 - <b>Trailside and Interior Forest Shade Tolerant Grasses/Other NNIP</b> (Selective and/ or Non-selective Herbicide	45	acre	\$ _____	\$ _____

The North American Industry Classification System (NAICS) code for this acquisition is 115310.

Service rates apply to this acquisition.

**BASIS OF AWARD:** Basis of award will be Best Value. Past performance, Price and technical expertise will be factored into the award decision. Past performance and the other factors, when combined, are equal to price or cost. Failure to submit employee (s) and subcontractor employee(s) State of Indiana (or reciprocal) licensing certification for herbicide treatment will result in the quote being deemed as nonresponsive and not considered further for award. The offeror is required to submit a response to all technical information requested. Failure to submit a complete technical response may result in proposal not being considered further for potential award.

## Scope and Statement of Work

### **Introduction/Background**

The Hoosier National Forest is in south-central Indiana and contains approximately 203,000 acres of National Forest System (NFS) lands. The two zones are the Brownstown Ranger District and the Tell City Ranger District. Brownstown Ranger District includes Brown, Jackson, Lawrence, Martin, Monroe, and Orange Counties. Tell City Ranger District includes Dubois, Crawford, Orange, and Perry Counties. Prior to the acquisition of lands by the Forest Service, nearly all forests had undergone repeated clearing to create small farms, logging, burning, and grazing by domestic livestock. This history of disturbance has contributed both directly and indirectly to the establishment of non-native invasive plants (NNIP) throughout the Hoosier. The primary objective of this solicitation is to remove or reduce the vigor and size of invasive plant populations, thereby minimizing the threat to native plant communities and wildlife.

### **General Treatment Specifications**

The treatment for various patches of NNIP will depend on factors such as, location, patch size, the response of invasive species to the seasons, concentration of NNIP, and surrounding vegetation. NNIP plant treatments may include the use of hand methods, machinery, and chemicals to eliminate NNIP when possible or at least appreciably reduce their presence in the treatment areas. Only the use of Environmental Protection Agency (EPA) approved, non-restricted use chemicals are to be used. Other EPA approved herbicides may only be acceptable with prior approval of the contractor officer representative (COR).

Other applicable actions associated with this contract may involve the potential need for cutting and mowing of larger shrubs or woody vines in conjunction with foliar application of herbicides. The Hoosier *Forest Plan* guidelines make recommendations for the timing of mowing in forest openings to minimize disturbance to ground nesting birds. Generally, design criteria in project-level EAs prohibit mowing during April 1<sup>st</sup> through July 31<sup>st</sup> in old fields and grassland openings.

The Contractor shall provide all expertise, labor, supervision, services, herbicides, carriers or adjuvants, materials, equipment, tools, supplies, transportation, licenses, permits, worker personal protective equipment (PPE), and incidentals necessary to perform the required work, for which the desired outcome is in strict accordance with the standards in the contract. The Contractor shall perform and accomplish the work in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Contractors shall use selective herbicides or a selective method to reduce to surrounding non-target vegetation. The Scope of Work will list any additional necessary requirements.

Herbicide applicators shall use typical herbicide concentrations according to all EPA approved manufacturer herbicide directions. The Contractor will mix herbicides in accordance with manufacturer's instructions and any applicable laws or regulations. Application operations shall be conducted as indicated on the herbicide label, including approved concentrations, rates/acre, and environmental conditions. Only chemicals for aquatic use in or adjacent to streams shall be used whenever directed at or adjacent to waterways and wetlands such as the aquatic formulation of glyphosate (Rodeo ® or equivalent product).

The Contractor is responsible for the cleanup of any spills and will notify the COR immediately of any spills that occur. The contractor must have herbicide labels and copies of material safety data sheets (MSDS) of chemicals used on site. The contractor must provide copies or notification by telephone or email of herbicide labels and MSDS of chemicals to the COR prior to the start of work.

This contract does not allow any *indiscriminate* broadcast applications or aerial spraying. Where appropriate, vehicle or ATV/UTV/OHV mounted sprayers is permissible to apply herbicides in designated old fields or grassland openings, and along roads. Other spot spraying, typically involves the use of backpack sprayers or other hand techniques, and along some wider trails ATV/UTV/OHV mounted sprayers is also permissible. Use

of suitable dye is required to indicate where applicators have sprayed or used herbicides. Contractors cannot use ATVs with liquid cargo tanks exceeding 15 gallons.

For foliar herbicide application during the growing season, the contract will require the use of selective herbicides or a selective method of application to reduce effects to the surrounding non-target vegetation. Foliar herbicide application will occur mainly after full leaf expansion and applicators will apply herbicides in a systematic fashion to provide coverage to the entire NNIP infestation. Contractor shall apply foliar spray in such a manner to thoroughly wet foliage, but not to the point of runoff to avoid harm or mortality to desirable non-target plant species. Other work may involve NNIP control of woody shrubs, trees, and woody vines by using a combination of herbicide treatment and mowing or cutting.

Contractor will place caution signs around the sprayed areas according to the appropriate interval per label directions of the chemical used in application areas where the public may have contact with herbicide (e.g. trails, parking areas). Where necessary per label directions, caution signs may include a temporary closure of treatment areas.

Contractor will conduct treatments to at least 90-95% of the specified project area(s) of the target NNIP infestation(s) as identified in the Scope of Work. Contractor will conduct treatments at a sufficient interval and concentration to meet or exceed the kill rate ranging from 85-90% for target NNIP infestations, and with no more than 10-15% mortality to nearby or interspersed desirable non-target native plant species because of inadvertent treatment or overspray of herbicides (refer to Quality Assurance Plan); or values specified in the Scope of Work.

The Contractor shall progressively accomplish the work at a rate that will result in completion of the work within the time specified as determined by the final accepted work schedule for the awarded contract.

Forest Service COR or Contract Inspectors may conduct visual inspection of NNIP treatments on site to check on their progression to ensure the Contractor is following the specified requirements of the contract. The COR may conduct random inspections and sampling to verify acceptable kill rates to target NNIP infestations and mortality to non-target desirable native plants. At the discretion of the COR, the Forest Service will accept work based on visual inspection, to confirm kill rates to both target NNIP species and non-target native plant species.

**All herbicide applicator staff** must be able to identify target NNIP plant species in the field, including during dormant seasons, to a sufficient degree without exceeding the maximum acceptable levels of mortality to desirable non-target native species and to meet minimum kill rates to target NNIP infestations (refer to Quality Assurance Plan).

### **Recordkeeping and Daily Logs/Diary**

Minimum record requirements include copies of hazardous material handling certificates, copies of material safety data sheets (MSDS) of chemicals used, and the location of the waste site and/or use destination locations.

Contractor will maintain an accurate daily treatment log of work activities and chemicals applied in treatment areas per contract, with a copy made available to the COR at billing or upon request. At a minimum, the Contractor shall provide to the COR, a copy of the daily treatment log no later than upon submission of the final invoice. When invoicing for partial work payments, the Contractor shall provide information from the daily diary regarding the herbicide treatments done for the relevant specific contract line items. The daily log must record the Contract Line Item, target NNIP species', chemical used (product name), quantity of herbicide (volume applied & unit of measure per each target NNIP species' –including product and carrier/dilutant), application rate (active ingredient applied & unit of measure or percent solution), and adjuvant used (product name & rate applied, if any). The log will record weather information consisting of wind velocity (MPH), wind direction, air temperature (F), condition (cloud cover), and precipitation (inches). Other log requirements

includes date, time of day (start time and stop time), treatment location, approximate acres treated, hours to complete task, type of application (method/technique), name of licensed commercial applicator, other licensed applicators and non-certified applicators, type of equipment used, plus optional information such as any other miscellaneous notes or observations.

### **Equipment Cleanliness**

Prior to starting work, the Contractor must clean all equipment used in NNIP control activities before entering the treatment areas. Project COR will inspect equipment on-site and may require further cleaning before moving to another treatment area as needed. Equipment must also meet FS fire and safety requirements.

### **Licensing and Certification**

**The Contractor and/or whoever will supervise the herbicide treatment must possess a current Indiana commercial pesticide applicators certification and license (category 2) at the time of any herbicide treatments. Most contracts will require work requirements in category 2 (Forest Pest Management), which is applicable for all treatments on the Forest.**

**The Contractor must also possess a current Indiana Commercial Pesticide Business License. Information on Indiana pesticide certification is available at <http://www.isco.purdue.edu/>.**

**The Contractor, or subcontractor, shall ensure that there is either an Indiana pesticide licensed applicator on-site at all times of treatment or registered technicians that are in direct voice communication by telephone or radio with the certified supervisor.**

### **Inspections**

The Contractor may set up the Work Plan and Schedule to include interim inspections; however, interim inspections will only be done upon completion of at least one line item (CLIN). The Contractor shall complete the CLIN work according to the approved Work Schedule then request an inspection by the COR. Contractors are reminded that some work, such as herbicide application, cannot be immediately inspected, because an appropriate time interval must pass before determining whether the AQL has been met.

### **Invoicing**

Invoicing is tied to successful inspection of work. The Contractor may only invoice after the COR has inspected the line item(s) work and the work is determined to have met the AQL. This applies to both interim and final payments.

### **Safety Plan**

The Contractor will provide a written safety plan that demonstrates how the contractor will ensure a safe work environment for themselves, their employees. The safety plan should include: 1) a chemical spill plan documenting internal procedures, in the event of a pesticide spill on-site or in transport, 2) documentation to substantiate that the Contractor has an ongoing safety training program, 3) documentation regarding any Occupation Safety and Health Administration (OSHA) actions/citations issued against the Contractor within the previous three (3) years, to include follow-up measures or remedies taken by the Contractor. The same safety plan information is required of subcontractors.

### **ATV/UTV Use**

Wet weather conditions may preclude the use of vehicles and all-terrain vehicles (ATVs), utility terrain vehicles (UTVs) or off-highway vehicles (OHVs) in off road areas along trails or fields for indefinite periods or possibly the entire area at certain times of the year. The COR will determine those conditions or locations that warrant cessation of vehicle or ATV/UTV/OHV use.

### **Contract Line Item Treatment Categories:**

***Trailside and Interior Forest Shade Tolerant Grasses/Other NNIP*** – (Selective and/ or Non-selective Herbicide):

Contractor shall apply foliar herbicide in specified locations and times as identified in the SOW. This treatment is for treatment of dense infestations of Japanese stilt grass that occurs mostly in moist, shaded areas along trails or old roads now considered part of the trail system and for spot-spraying treatment of small infestations within the interior forest. For some areas, treatment would include other herbaceous NNIP growing intermixed or adjacent to stilt grass infestations.

Depending on the location, extent and size of the infestation, the contractor may use either backpack sprayers and hand techniques and vehicle or ATV/UTV/OHV mounted sprayers to apply herbicides where appropriate along trails and roads. Foliar herbicide application will occur only after full leaf expansion.

Contractor will apply herbicide at a sufficient interval and concentration to meet or exceed the kill rate on target NNIP infestations and not exceed the maximum specified mortality to non-target plant species.

Typically, the contractor will apply selective herbicide such as sethoxydim (Poast ® or equivalent product). Contractor may apply non-selective herbicide such as glyphosate (Roundup ® or equivalent product) in some larger, dense NNIP infestations as indicated in the SOW. Generally, application of glyphosate would occur along specific trails that previously were old roads containing dense infestations of stilt grass and other interspersed NNIP plants. Where appropriate near streams, the Contractor shall apply the aquatic formulation of glyphosate (Rodeo ® or equivalent product). Other EPA approved herbicides may be acceptable with prior approval of the COR.

### **Definitions:**

1. Contracting Officer: A Forest Service employee with the authority to: enter into, administer, and terminate contracts, as well as issue determinations regarding such matters as claims.
2. Contracting Officer's Representative (COR): A Forest Service employee that is appointed and officially designated by the Contracting Officer to assist the Contracting Officer with the technical matters related to contract administration. The COR will assist the Contracting Officer with surveillance of contractor performance.
3. Forest Service Inspector: A Forest Service employee designated by the Contracting Officer or COR to perform surveillance of contractor performance.
4. Acceptable Quality Level (AQL): A suitable level of conformance based on an established percentage of defects.
5. Quality Assurance: Those actions taken by the Forest Service to assure services meet specified requirements.
6. Quality Control: Those actions taken by a Contractor to control the performance of services so that they meet the specified requirements.
7. Performance-Based Service Contract (PBSC): A contract which incorporates a results-oriented statement of work, describing the overall work to be accomplished (outcome/result), rather than explicitly describing how the tasks should be performed, to accomplish the work.



**Performance Work Statement and Quality Assurance Plan:**

Contract Line Item No. – Work Requirement	Task / Critical Sub-tasks	Inspection requirements	*Acceptable Quality Level (AQL)	Monitoring Method
<p><b>Trailside Shade and Interior Forest Tolerant Grasses/Other NNIP</b></p>	<p>Contractor will apply foliar herbicides in a systematic fashion to provide coverage to the entire NNIP infestation(s) according to the specifications on the Statement of Work. This treatment would occur along trails and road shoulders with dense monocultures of Japanese stilt grass and in interior forest areas with sparser infestations. Treatments would use a selective herbicide, or selective application of a general herbicide.</p>	<p>At least 95% of target NNIP infestation(s) treated.</p> <p>No more than 10-15% mortality to nearby or interspersed desirable non-target native plant species.</p> <p>AQL determinations are made by the COR upon inspection of the work.</p> <p>These determinations are unilateral and not protestable</p>	<p>Minimum 90% kill of target NNIP infestation(s)</p> <p><b>AND</b></p> <p>Less than 10% mortality to non-target plant species'; or values specified on SOW.</p>	<p>Visual</p>
<p><b>Schedule (non-Line Item)</b></p>	<p>Timely Completion of the contract work</p>	<p>Per the Work Schedule, the Contractor will complete all work prior to the contract end date.</p> <p>AQL determinations are made by the COR upon inspection of the work.</p> <p>These determinations are unilateral and not protestable</p>	<p>All work must be complete by the end date of the contract and meet the AQL.</p>	<p>Visual</p>

**\*Meeting the AQL for Line Items:** Exceeding the specified mortality value to non-target desirable plants, will result in the Contractor(s) **not** meeting all elements of the AQL values and **not** receiving payment. Contractor(s) must reapply the required herbicide, or mechanical work, at their expense upon failure to meet AQL values at the final inspection for each contract line item where the work performed failed to reach the minimum acceptable target kill ratio of the NNIP infestation(s).

## Statement of Work and Project Specifications for TIGE:

### **General Requirements:**

The initial draft specific Work Plan and Schedule will indicate how the Contractor intends to meet the required Acceptable Quality Level (AQL) values, as well as the contract specifications, within the time allotted. The Work Schedule will provide dates of work for each Contract Line Item Number (CLIN) addressed, to include completion of all work before the required final date specified. The Contractor shall inform the COR of completion of each contract line item.

Upon issuance of the contract, the Contractor will then submit a final site-specific Work Plan and Schedule, including any changes in values or proposed chemical differing from the initial Work Plan for approval by the COR. The Contractor will inform the COR of any relevant changes to the technical specifications when performing work under the contract. The contractor will submit a Work Plan and Schedule, which optimizes the effectiveness of the foliar application for each target NNIP species as specified by the individual Contract Line Item Numbers (CLIN).

As specified, the a contractor will complete a daily dairy with information requested for each contract line item (CLIN) and provide a copy to the COR no later than with the final invoice.

The performance period for the Tige contract line item (CLIN) is approximately 3 months beginning on July 1, 2016 and concluding on September 30, 2016, upon issuance of a Notice to Proceed. The performance period is inclusive of the time required for the contractor to submit all technical documentation, as well as the time for Forest Service review and subsequent approval of all required technical submissions.

The project area occurs within and adjacent to a forested area, which includes: stream-side, road-side, and forested habitats. The target species of Japanese stiltgrass occurs scattered throughout the area. Spot spray Japanese stiltgrass (*Microstegium vimineum*) located along road and trail sides, streams and within forested areas. The use of spot spraying techniques will be necessary to avoid damage to desirable native species. However, broadcast applications can be made in monocultures of stiltgrass if no damage is caused to desirable native vegetation. A knowledge of the local flora will be necessary in order to discern between the invasive species and the desirable native plant species. Use of ATV/UTV/OHV and other equipment on the road/trail and the interior forest, where appropriate, is allowable. Heavy equipment cannot be used in areas near streams due to the threat of compaction and rutting in the moist soils.

This project requires the use of an aquatic formulation of glyphosate (Rodeo ® or equivalent product) within 100 feet of streams. As per the Contract, “All herbicide applicator staff must be able to identify target NNIP plant species in the field, including during dormant seasons”.

Considering the potential for possible inadvertent harm or death to desirable native plant species when applying herbicide, it is critical that the offeror must provide documentation of all staff members plant identification skills and experience in performing similar work for those personnel working on this project. Information about the capabilities of crewmembers in plant identification is likewise critical for those staff that would apply herbicide to the target NNIP. Where appropriate near streams, the Contractor shall apply the aquatic formulation of glyphosate (Rodeo ® or equivalent product) within 100 feet of streams.

The Contractor also shall furnish with their technical submission:

1. Names of staff and their documented education or experience in identifying local desirable native plants, including any rare species, that will work on the contract

2. Names of staff and their past work experience performing similar herbicide application in projects near rare plants and/or their habitat that will work on the site

**Mobilization**

Mobilization consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site. Mobilization includes the obtaining of permits, insurance, and bonds. All equipment and trailers shall be cleaned of excessive mud, debris, weeds, grass prior to beginning the project. All mowing equipment shall have sharpened blades prior to beginning any mowing.

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

As prescribed in 409.471, insert the following provision:

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (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.

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

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) “Remit to” address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section  
Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An

offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **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 and price related factors \_\_\_\_\_

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR )

Technical and past performance, when combined, are equal to price

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

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

#### **52.212-3 Offeror Representations and Certifications—Commercial Items. (Nov 2015)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website 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 (p) of this provision.

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(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;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

**Listed End Product    Listed Countries of Origin**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

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

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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - (x) Electronic funds transfer (EFT) banking information.
      - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
      - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
      - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
    - (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
      - (i) Payment.-
        - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
        - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.
        - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5](#)(b) for the appropriate EFT clause.
        - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
        - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-
          - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
            - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
            - (B) Affected contract number and delivery order number, if applicable;
            - (C) Affected contract line item or subline item, if applicable; and
            - (D) Contractor point of contact.
          - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
      - (6) Interest.
        - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
        - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
        - (iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if-
          - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the

SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Nov 2015)**

(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 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

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

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

\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_ (5) [Reserved].

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

\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

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

XX (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]

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

\_\_ (ii) Alternate I (Nov 2011).

\_\_ (iii) Alternate II (Nov 2011).

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

\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (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. 657 f](#)).
  - (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
  - (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
  - XX (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
  - XX (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
  - XX (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
  - XX (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
  - XX (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
  - XX (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - XX (31) [52.222-37](#), Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
  - (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  - XX (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). (Executive Order 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 Televisions (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](#).
  - XX (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
  - XX (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 (NOV 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
  - (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (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\(f\)](#)).
  - XX (50) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
  - (51) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
  - (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
  - (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
  - (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
  - (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- XX (1) [52.222-17](#), Nonreplacement of Qualified Workers (May 2014)(E.O. 13495).
  - XX (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

- (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
  - (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - XX (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
  - XX (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
  - XX (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
  - (ii) [52.219-8](#), 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 (l) 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 (Oct 2015) ([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](#) and 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 2014) (Executive Order 13658).
  - (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

#### **52.204-7 System for Award Management. (Jul 2013)**

- (a) Definitions. As used in this provision-
  - “Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
  - “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [subpart 32.11](#)) for the same concern.
  - “Registered in the System for Award Management (SAM) database” means that-

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

AGAR 452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Project Manager(s)/On-Site Foremen/Lead.

(b) The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

In addition to the Experience Questionnaire and providing Line Item pricing, the Offeror shall also provide the following:

**1) PERSONNEL:** Provide the list of employees who will work on the project, and documentation to substantiate the requisite certification and licensing(s) and their training/experience with identifying and working around state-listed rare plants.

**A. SUBCONTRACTORS:** The same information is required of all proposed subcontractors.

**B. \*\*FAILURE TO SUBMIT EMPLOYEE(S) AND SUBCONTRACTOR EMPLOYEE(S) STATE OF INDIANA (OR RECIPROCAL) LICENSING CERTIFICATION FOR**

**HERBICIDE TREATMENT (REFERENCE: SECTION C.5) WILL RESULT IN THE PROPOSAL BEING DEEMED AS NONRESPONSIVE. OFFEROR AND SUBCONTRACTOR(S) SHOULD SUBMIT A COPY OF EACH EMPLOYEE CERTIFICATE\*\*.**

**C. Failure to submit employees' training/experience in native plant identification and experience working around rare plants will be deemed as nonresponsive.**

2) **WORK PLAN and SCHEDULE:** The offeror will provide a description of methods to be used to reach the desired NNIP kill rate. This plan should include herbicides to be used, the application rates (percent active ingredient), herbicide carriers and adjuvants. The Plan should also provide a list of the equipment to be used, both motorized and non-motorized.

**A. SUBCONTRACTORS:** The same information is required of all proposed subcontractors.

3) **SUBCONTRACTOR(s):** Provide the name and address of any subcontractor(s) (or partner/joint-venture entity) that will be used on this project. Also include the type of work that the subcontractor will accomplish. If the intent is to allow the subcontractor to work without direct oversight by the offeror, then the subcontractor shall also furnish a safety plan and quality control plan, as described below.

***PAST PERFORMANCE NOTE:*** If an offeror has limited or no relevant project information, this should be addressed in the technical proposal. The Forest Service recognizes that an offeror may have minimal experience. In this instance, it is advised that the offeror address how they intend on insuring successful completion of the work, for example: subcontracting certain aspects of the project.

## EXPERIENCE QUESTIONNAIRE

Instructions: Use Box 10 Remarks if extra space is needed to answer any item below. Answer all items.

1. Contractor's Name, Address & Telephone #.  	2. Type of Business  ___ Company      ___ Co-Partner ___ Corporation    ___ Individual ___ Non-profit Organization
3. How many years experience do you have in this line of work? ___ years	4. <i>How many years experience as a prime contractor?</i> ___ years Subcontractor? ___

5. List the projects your business has completed in the last three (3) years.

CONTRACT AMOUNT	TYPE OF CONTRACT	DATE COMPLETED	Contact Name, Address and Tele. #

6. List all of your firms' current contract commitments

CONTRACT NUMBER	AWARD AMOUNT	Contact Name, Address & Tele. #	Percent Completed	Date Contract Completed

7a. Have you ever failed to complete any work awarded to you?    \_\_\_yes                    \_\_\_no

7b. Has work ever been completed by performance bond?            \_\_\_yes                    \_\_\_no

7c. If "yes" to either item 7a or 7b above, specify reason(s) and location(s) why.

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8. Organization structure that will be available for this project:

- a. Minimum No. of employees: \_\_\_\_\_ and Maximum No. of employees: \_\_\_\_\_
- b. Are employees regularly on your payroll? \_\_\_\_\_yes \_\_\_\_\_no
- c. Specify equipment available for this contract: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- d. Estimate rate of progress (exp. 100 feet, 1/8 mile a day, etc...):  
 Minimum progress rate: \_\_\_\_\_ Maximum progress rate: \_\_\_\_\_

9. List the experience of the principal individuals of your business

NAME	PRESENT POSITION	YRS EXP.	TYPE OF WORK

10. REMARKS

TIN# \_\_\_\_\_ Duns# \_\_\_\_\_

CERTIFICATION: I certify that all of the statements made by me are complete and correct to be best of my knowledge and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WD 15-2187 (Rev.-1) was first posted on www.wdol.gov on 03/22/2016

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2015-2187  
Revision No.: 1  
Date Of Revision: 03/17/2016

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

States: Indiana, Kentucky, Tennessee

Area: Indiana Counties of Perry, Posey, Spencer, Vanderburgh, Warrick  
Kentucky Counties of Caldwell, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, McLean, Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster  
Tennessee Counties of Montgomery, Stewart

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.35
01012 - Accounting Clerk II		13.86
01013 - Accounting Clerk III		15.50
01020 - Administrative Assistant		15.65
01035 - Court Reporter		13.03
01051 - Data Entry Operator I		11.55
01052 - Data Entry Operator II		12.60
01060 - Dispatcher, Motor Vehicle		15.64
01070 - Document Preparation Clerk		11.00
01090 - Duplicating Machine Operator		11.00
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		13.26
01120 - Housing Referral Assistant		14.53
01141 - Messenger Courier		9.22
01191 - Order Clerk I		11.10
01192 - Order Clerk II		12.33
01261 - Personnel Assistant (Employment) I		14.43
01262 - Personnel Assistant (Employment) II		16.14
01263 - Personnel Assistant (Employment) III		18.00
01270 - Production Control Clerk		19.18
01290 - Rental Clerk		9.95
01300 - Scheduler, Maintenance		11.65
01311 - Secretary I		11.65
01312 - Secretary II		13.03
01313 - Secretary III		14.53
01320 - Service Order Dispatcher		14.35
01410 - Supply Technician		16.15
01420 - Survey Worker		11.93
01460 - Switchboard Operator/Receptionist		10.38
01531 - Travel Clerk I		12.44
01532 - Travel Clerk II		13.21
01533 - Travel Clerk III		13.92
01611 - Word Processor I		11.98
01612 - Word Processor II		13.44
01613 - Word Processor III		15.03
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.91
05010 - Automotive Electrician		17.11
05040 - Automotive Glass Installer		16.28
05070 - Automotive Worker		16.28
05110 - Mobile Equipment Servicer		14.59

05130	- Motor Equipment Metal Mechanic	17.91
05160	- Motor Equipment Metal Worker	16.28
05190	- Motor Vehicle Mechanic	17.91
05220	- Motor Vehicle Mechanic Helper	13.73
05250	- Motor Vehicle Upholstery Worker	15.45
05280	- Motor Vehicle Wrecker	16.28
05310	- Painter, Automotive	17.11
05340	- Radiator Repair Specialist	16.28
05370	- Tire Repairer	12.86
05400	- Transmission Repair Specialist	17.19
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.37
07041	- Cook I	10.90
07042	- Cook II	12.15
07070	- Dishwasher	8.49
07130	- Food Service Worker	8.48
07210	- Meat Cutter	13.12
07260	- Waiter/Waitress	8.97
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.17
09040	- Furniture Handler	11.82
09080	- Furniture Refinisher	17.17
09090	- Furniture Refinisher Helper	13.82
09110	- Furniture Repairer, Minor	15.50
09130	- Upholsterer	17.17
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.73
11060	- Elevator Operator	9.93
11090	- Gardener	12.49
11122	- Housekeeping Aide	9.38
11150	- Janitor	9.95
11210	- Laborer, Grounds Maintenance	9.93
11240	- Maid or Houseman	7.90
11260	- Pruner	9.42
11270	- Tractor Operator	11.68
11330	- Trail Maintenance Worker	9.93
11360	- Window Cleaner	10.70
12000	- Health Occupations	
12010	- Ambulance Driver	13.86
12011	- Breath Alcohol Technician	15.41
12012	- Certified Occupational Therapist Assistant	21.53
12015	- Certified Physical Therapist Assistant	22.48
12020	- Dental Assistant	14.05
12025	- Dental Hygienist	25.70
12030	- EKG Technician	20.58
12035	- Electroneurodiagnostic Technologist	20.58
12040	- Emergency Medical Technician	13.68
12071	- Licensed Practical Nurse I	14.93
12072	- Licensed Practical Nurse II	16.69
12073	- Licensed Practical Nurse III	18.61
12100	- Medical Assistant	11.37
12130	- Medical Laboratory Technician	16.90
12160	- Medical Record Clerk	12.26
12190	- Medical Record Technician	13.71
12195	- Medical Transcriptionist	13.40
12210	- Nuclear Medicine Technologist	27.88
12221	- Nursing Assistant I	10.15
12222	- Nursing Assistant II	11.41
12223	- Nursing Assistant III	12.45
12224	- Nursing Assistant IV	13.98
12235	- Optical Dispenser	16.90
12236	- Optical Technician	13.99
12250	- Pharmacy Technician	14.75
12280	- Phlebotomist	13.98
12305	- Radiologic Technologist	21.61
12311	- Registered Nurse I	21.17
12312	- Registered Nurse II	25.89
12313	- Registered Nurse II, Specialist	25.89
12314	- Registered Nurse III	31.32
12315	- Registered Nurse III, Anesthetist	31.32
12316	- Registered Nurse IV	37.54
12317	- Scheduler (Drug and Alcohol Testing)	19.08
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	16.88
13012	- Exhibits Specialist II	20.92
13013	- Exhibits Specialist III	25.91
13041	- Illustrator I	16.88

13042 - Illustrator II	20.92
13043 - Illustrator III	25.91
13047 - Librarian	23.16
13050 - Library Aide/Clerk	9.39
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	13.35
13061 - Media Specialist I	15.09
13062 - Media Specialist II	16.88
13063 - Media Specialist III	18.83
13071 - Photographer I	13.29
13072 - Photographer II	14.87
13073 - Photographer III	18.42
13074 - Photographer IV	21.08
13075 - Photographer V	22.87
13110 - Video Teleconference Technician	15.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.13
14042 - Computer Operator II	16.01
14043 - Computer Operator III	17.85
14044 - Computer Operator IV	19.84
14045 - Computer Operator V	21.98
14071 - Computer Programmer I	(see 1) 20.94
14072 - Computer Programmer II	(see 1) 25.96
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	14.13
14160 - Personal Computer Support Technician	21.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.95
15020 - Aircrew Training Devices Instructor (Rated)	36.23
15030 - Air Crew Training Devices Instructor (Pilot)	39.68
15050 - Computer Based Training Specialist / Instructor	27.36
15060 - Educational Technologist	27.18
15070 - Flight Instructor (Pilot)	39.68
15080 - Graphic Artist	19.39
15090 - Technical Instructor	18.54
15095 - Technical Instructor/Course Developer	22.68
15110 - Test Proctor	14.96
15120 - Tutor	14.96
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.96
16030 - Counter Attendant	8.96
16040 - Dry Cleaner	11.16
16070 - Finisher, Flatwork, Machine	8.96
16090 - Presser, Hand	8.96
16110 - Presser, Machine, Drycleaning	8.96
16130 - Presser, Machine, Shirts	8.96
16160 - Presser, Machine, Wearing Apparel, Laundry	8.96
16190 - Sewing Machine Operator	11.86
16220 - Tailor	12.51
16250 - Washer, Machine	9.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.35
19040 - Tool And Die Maker	22.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.85
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	12.75
21071 - Order Filler	11.70
21080 - Production Line Worker (Food Processing)	13.85
21110 - Shipping Packer	14.07
21130 - Shipping/Receiving Clerk	14.07
21140 - Store Worker I	12.19
21150 - Stock Clerk	16.22
21210 - Tools And Parts Attendant	13.85
21410 - Warehouse Specialist	13.85
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.08
23021 - Aircraft Mechanic I	21.05
23022 - Aircraft Mechanic II	22.08
23023 - Aircraft Mechanic III	23.09
23040 - Aircraft Mechanic Helper	15.70

23050 - Aircraft, Painter	19.48
23060 - Aircraft Servicer	17.86
23080 - Aircraft Worker	18.98
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	22.66
23130 - Carpenter, Maintenance	15.78
23140 - Carpet Layer	16.86
23160 - Electrician, Maintenance	19.65
23181 - Electronics Technician Maintenance I	21.98
23182 - Electronics Technician Maintenance II	23.23
23183 - Electronics Technician Maintenance III	26.91
23260 - Fabric Worker	15.85
23290 - Fire Alarm System Mechanic	18.23
23310 - Fire Extinguisher Repairer	14.90
23311 - Fuel Distribution System Mechanic	20.41
23312 - Fuel Distribution System Operator	19.33
23370 - General Maintenance Worker	15.76
23380 - Ground Support Equipment Mechanic	21.05
23381 - Ground Support Equipment Servicer	17.86
23382 - Ground Support Equipment Worker	18.53
23391 - Gunsmith I	14.90
23392 - Gunsmith II	16.86
23393 - Gunsmith III	18.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.88
23430 - Heavy Equipment Mechanic	18.04
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	22.75
23465 - Laboratory/Shelter Mechanic	17.81
23470 - Laborer	11.20
23510 - Locksmith	17.80
23530 - Machinery Maintenance Mechanic	21.46
23550 - Machinist, Maintenance	17.80
23580 - Maintenance Trades Helper	13.82
23591 - Metrology Technician I	22.75
23592 - Metrology Technician II	23.79
23593 - Metrology Technician III	24.89
23640 - Millwright	23.03
23710 - Office Appliance Repairer	17.33
23760 - Painter, Maintenance	15.61
23790 - Pipefitter, Maintenance	21.57
23810 - Plumber, Maintenance	21.51
23820 - Pneudraulic Systems Mechanic	18.80
23850 - Rigger	18.78
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker, Maintenance	19.63
23910 - Small Engine Mechanic	14.85
23931 - Telecommunications Mechanic I	23.85
23932 - Telecommunications Mechanic II	25.02
23950 - Telephone Lineman	23.22
23960 - Welder, Combination, Maintenance	17.97
23965 - Well Driller	18.78
23970 - Woodcraft Worker	18.78
23980 - Woodworker	13.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	12.43
24610 - Chore Aide	9.83
24620 - Family Readiness And Support Services Coordinator	12.20
24630 - Homemaker	13.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.84
25040 - Sewage Plant Operator	17.69
25070 - Stationary Engineer	20.67
25190 - Ventilation Equipment Tender	15.33
25210 - Water Treatment Plant Operator	17.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.21
27007 - Baggage Inspector	11.06
27008 - Corrections Officer	15.64
27010 - Court Security Officer	16.68
27030 - Detection Dog Handler	13.60
27040 - Detention Officer	15.64

27070 - Firefighter	18.17
27101 - Guard I	11.06
27102 - Guard II	13.60
27131 - Police Officer I	18.21
27132 - Police Officer II	20.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.33
28042 - Carnival Equipment Repairer	14.17
28043 - Carnival Worker	9.87
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.74
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.54
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.81
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.57
29020 - Hatch Tender	18.57
29030 - Line Handler	18.57
29041 - Stevedore I	18.05
29042 - Stevedore II	19.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.10
30021 - Archeological Technician I	17.66
30022 - Archeological Technician II	19.75
30023 - Archeological Technician III	24.48
30030 - Cartographic Technician	24.48
30040 - Civil Engineering Technician	24.86
30061 - Drafter/CAD Operator I	17.66
30062 - Drafter/CAD Operator II	19.75
30063 - Drafter/CAD Operator III	22.03
30064 - Drafter/CAD Operator IV	27.10
30081 - Engineering Technician I	15.52
30082 - Engineering Technician II	17.41
30083 - Engineering Technician III	19.48
30084 - Engineering Technician IV	24.14
30085 - Engineering Technician V	29.66
30086 - Engineering Technician VI	35.90
30090 - Environmental Technician	23.02
30210 - Laboratory Technician	21.43
30240 - Mathematical Technician	24.48
30361 - Paralegal/Legal Assistant I	15.98
30362 - Paralegal/Legal Assistant II	18.90
30363 - Paralegal/Legal Assistant III	23.12
30364 - Paralegal/Legal Assistant IV	27.95
30390 - Photo-Optics Technician	24.48
30461 - Technical Writer I	24.48
30462 - Technical Writer II	29.45
30463 - Technical Writer III	32.79
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)	22.03
30621 - Weather Observer, Senior (see 2)	24.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.51
31030 - Bus Driver	14.07
31043 - Driver Courier	12.36
31260 - Parking and Lot Attendant	10.06
31290 - Shuttle Bus Driver	13.21
31310 - Taxi Driver	10.59
31361 - Truckdriver, Light	13.21
31362 - Truckdriver, Medium	14.07
31363 - Truckdriver, Heavy	15.07
31364 - Truckdriver, Tractor-Trailer	15.07
99000 - Miscellaneous Occupations	
99030 - Cashier	7.88
99050 - Desk Clerk	8.22
99095 - Embalmer	22.29
99251 - Laboratory Animal Caretaker I	9.65
99252 - Laboratory Animal Caretaker II	10.31

99310 - Mortician	22.29
99410 - Pest Controller	13.39
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	14.53
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	13.30
99810 - Sales Clerk	10.75
99820 - School Crossing Guard	13.56
99830 - Survey Party Chief	18.67
99831 - Surveying Aide	11.09
99832 - Surveying Technician	16.97
99840 - Vending Machine Attendant	10.81
99841 - Vending Machine Repairer	12.82
99842 - Vending Machine Repairer Helper	10.81

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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 8 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. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of

the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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.