

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 2	
2. CONTRACT NO		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER AG-0355-S-14-0003		6. SOLICITATION ISSUE DATE 02/27/2014
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EMMA SPURLOCK		b. TELEPHONE NUMBER (No collect calls) 406-496-3857		8. OFFER DUE DATE/LOCAL TIME 03/12/2014 1700 ET	
9. ISSUED BY EAST SIDE ACQUISITION TEAM 415 SOUTH FRONT STREET TOWNSEND MT 59644			CODE 03H6	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS 561720 SIZE STANDARD: \$16.5
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO BEARTOOTH RANGER DISTRICT BUNKHOUSE 6807 HIGHWAY 12 RED LODGE MT 59068			CODE 0355	16. ADMINISTERED BY EAST SIDE ACQUISITION TEAM 415 SOUTH FRONT STREET TOWNSEND MT 59644		CODE 03H6	
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				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
001	Period of Performance: 05/01/2014 to 11/25/2014 Janitorial Service See Section B for Schedule of Items Beartooth Ranger District Bunkhouse Custer Gallatin National Forest Carbon County <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			12	MO		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
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) ALISHA KNAUB		31c. DATE SIGNED	

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Furnish quote by 4:00 pm on 3/12/2014 to: Emma Spurlock 415 South Front Street Townsend, MT 59644 (406)495-3857 or email to: emmalspurlock@fs.fed.us Product/Service Code: S201 Product/Service Description: HOUSEKEEPING- CUSTODIAL JANITORIAL				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32c. DATE _____

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____

34. VOUCHER NUMBER _____

35. AMOUNT VERIFIED
CORRECT FOR _____

36. PAYMENT

COMPLETE
 PARTIAL
 FINAL

37. CHECK NUMBER _____

38. S/R ACCOUNT NUMBER _____

39. S/R VOUCHER NUMBER _____

40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____

41c. DATE _____

42a. RECEIVED BY (*Pnnt*) _____

42b. RECEIVED AT (*Location*) _____

42c. DATE REC'D (*YY/MM/DD*) _____

42d. TOTAL CONTAINERS _____

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SECTION B - Supplies or Services and Prices/Costs Schedule of Items

Item	Description	Quantity	Unit	Unit Price	Total
Base Year	Janitorial Service May 1, 2014 to October 31, 2014	12	Month	\$	\$
	Fall Cleaning November 2014	1	Each	\$	\$
Option Period 001	Janitorial Service May 1, 2015 to October 31, 2015	12	Month	\$	\$
	Fall Cleaning November 2015	1	Each	\$	\$
Option Period 002	Janitorial Service May 1, 2016 to October 31, 2016	12	Month	\$	\$
	Fall Cleaning November 2016	1	Each	\$	\$
Option Period 003	Janitorial Service May 1, 2017 to October 31, 2017	12	Month	\$	\$
	Fall Cleaning November 2017	1	Each	\$	\$
Option Period 004	Janitorial Service May 1, 2018 to October 31, 2018	12	Month	\$	\$
	Fall Cleaning November 2018	1	Each	\$	\$
TOTAL					

Price quotation furnished by:

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

A **DRAFT** Quality Control Plan shall be provided by the Contractor demonstrating how the Contractor will monitor and inspect work performed in this contract in addition to providing a price (i.e. the **DRAFT** Quality Control Plan needs to be provided with the quote). The Contractor shall provide a site specific/final Quality Control Plan **at the prework meeting before work can begin.**

SECTION C - Description/Specifications/Statement of Work

SCOPE

The Contractor shall provide all management, incidentals, and labor necessary to ensure that custodial services are performed at the Government bunkhouse located at the Beartooth Ranger District in Red Lodge, Montana, in a manner that will maintain a satisfactory condition and present a clean, neat and professional appearance.

The Contractor shall be responsible for the orderliness and cleanliness in areas used for offices and storage including the lunchroom, bathrooms, conference rooms and coffee break areas. All areas shall be kept clean, neat and free of fire and safety hazards and unsanitary conditions.

PLACE OF PERFORMANCE

The janitorial services are required for the Beartooth Ranger Station bunkhouse located on the Custer Gallatin National Forest. The Beartooth Ranger Station is located at 6811 Highway 212 South, Red Lodge, MT. The area to be maintained consists of (1) dining/living area (3) bathrooms, (1) kitchen, hallways and laundry room totalling 1250 square feet. (12) Bedrooms that do not require janitorial service for weekly cleaning will require service for annual cleaning which will total 2600 square feet.

PERIOD OF PERFORMANCE

The base contract period will be from May 1, 2014 through November 25, 2014.

CONTRACT PERIOD AND RENEWAL OPTION

The contract period shall extend for one calendar year from the date of award. However, at the option of the Government, the Contract may be renewed for additional one (1) year periods, not to exceed four (4) renewal periods, provided the CO serves notice of intent to renew at least 60-days prior to Contract expiration. The renewal will be with the same terms and conditions.

BUILDING SECURITY

The Contractor shall be responsible for safeguarding all Government property. At the end of each work period, all Government facilities, equipment, and materials shall be secured. The Contractor shall double check all doors at the end of each service visit. Lights and fans in bathrooms shall be turned off.

The Contractor shall prohibit the use of keys issued by the Government by any persons other than the contract employees. The Contractor shall not duplicate any keys issued by the Government and shall immediately report to the Contracting Officer any occurrences of lost or duplicated keys. In the event keys are lost or duplicated, the Contractor may be required to re-key or replace the affected lock(s) or perform re-keying. Cost of such work shall be deducted from the Contractor's payment.

Government-Furnished Property

The Government shall provide:

toilet paper

garbage can liners

furniture cleaner

government key

at the option of Government any other items necessary to perform the services required under this contract.

The contractor shall notify the Contracting Officer's Representative when government furnished supplies are within 1 week of depletion.

Technical Specifications

Weekly Bunkhouse Cleaning

Janitorial Services for the bunkhouse shall be performed per the following guidelines:

May 1 through October 31 – once per week, between the hours of 8:30 a.m. and 3:30 p.m. Work day shall be agreed upon and approved by the Contracting Officer's Representative.

1. Floors:
 - a. All carpeted floors (including inside doormats) shall be vacuumed to be kept free of dirt, and other debris.
 - b. Sweep and mop all uncarpeted floors so as to keep free of marks, dirt, mud and other debris.
 - c. Uncarpeted floors shall be cleaned according to the manufacturer's specifications.
 - d. All carpets shall be spot cleaned between shampooing, as needed.
 - e. Contractor shall place any residents personal items found on the floor in designated box provided in each room.
2. Walls & Doors:
 - a. All wall surfaces, door knobs, door handles, and light switch plates shall be kept clean and free of marks.
 - b. All baseboards and door frames shall be kept clean and free of marks
 - c. The interior of all exterior doors shall be kept clean and free of marks.
3. Dusting and Cobweb Removal:
 - a. All furniture, counters, door sills, frames and wall corners shall be kept clean, free of dust and cobwebs.
4. Bathrooms and Kitchen area:
 - a. All bathroom floors shall be kept clean, free of marks, and disinfected.
 - b. All showers shall be kept clean, free of marks and disinfected.
 - c. The inside and outside of all toilets and urinals shall be kept clean and disinfected.
 - d. All sinks shall be kept clean, disinfected, and free of rust, residue and water deposits. (Contractor is not required to wash dishes)
 - e. All mirrors shall be kept clean, dry, and free of streaks and residue.
 - f. All other fixtures, surfaces, walls shall be kept clean, disinfected, and free of water spots, marks and residue.
 - g. Toilet paper shall be filled, or replaced, so as to maintain a continuous supply.
 - h. Microwave shall be cleaned inside and out.
 - i. Refrigerator shall be cleaned on outside surface and top. No cleaning of inside is required.
 - j. Contractor shall place any residents personal items found on the counters in designated box provided.
 - k. Range and range top shall be cleaned including all outside surfaces and drip pans for burners.
5. Windows:
 - a. Window sills shall be kept clean and free of dust.
6. Trash Disposal and Wastebasket Maintenance:
 - a. All trash cans shall be emptied into an outside receptacle anytime trash is present and trash can liner replaced.
 - b. All trash cans shall be cleaned inside and out with a disinfectant.
7. Furniture:
 - a. All fabric type furniture shall be vacuumed frequently enough to be kept free of dust and other debris. Spot clean fabric as necessary.

Annual Bunkhouse Cleaning:

Cleaning of Bunkhouse shall be done in November typically after the last residents leave. Work days shall be agreed upon and approved by the Contracting Officer's Representative (COR).

Floors:

- All carpeted floors shall be vacuumed removing dirt and other debris.
- Sweep and mop all uncarpeted floors removing all marks, dirt, mud and other debris.
- Uncarpeted floors shall be cleaned according to the manufacturer's specifications.
- All carpets shall be shampooed.

Walls & Doors:

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

Dusting and Cobweb Removal:

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

Restrooms:

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

Kitchens, Sleeping Rooms, and Recreation Room:

- All counter tops, door knobs, door handles, and light switch plates shall be clean and free of marks.
- All walls, cupboards, cabinets and armouirs shall be clean and free of marks.
- All sinks shall be clean, disinfected, and free of rust, residue and water deposits
- All stoves/ovens (self-cleaning) shall be clean and free of marks.
- All appliances ((2) microwaves, (2) washers and (2) dryers) shall be clean and sanitized.
- All refrigerators shall be clean and sanitized. All contents inside shall be disposed of.
- Wash and put away all dishes (plates, silverware, pots, pans, glasses, etc.)

Windows:

- Window panes shall be washed dried and have a clean, streak free appearance. (inside only) Windows shall only be cleaned up to a 10' ft. height.
- Window sills shall be clean and free of dust.

Trash Disposal and Wastebasket Maintenance:

All wastebaskets and receptacles shall be emptied in dumpster. Soiled wastebaskets and receptacles shall be cleaned and disinfected inside and out. New liners shall be installed.

Furniture:

- All fabric type furniture shall be vacuumed to be kept free of dust and other debris.
- All fabric type furniture shall be spot cleaned with Government furnished cleaner.

Other:

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

Materials

Contractor will not be allowed to store contractor provided cleaning materials or supplies on Government property due to limited space.

Inspection and Acceptance

The contractor is responsible for quality control and management actions to the performance requirements and terms of the contract. The Government performs quality assurance to assess the quality of services rendered, if the services meet the contract requirements and if the contract standards are achieved. The Contracting Officer's Representative will advise the Contractor without delay of any work found to be unsatisfactory and/or not in compliance with the terms and/or specifications of this contract and the contractor will be required to re-perform the service.

Pre-Work Conference

Prior to the start of work under this contract, a meeting will be held by the Contracting Officer and/or his/her authorized representative and the Contractor.

The purpose of the Pre-Work conference will be:

- 1) to discuss work methods and schedules;
- 2) to thoroughly review the scope and terms of the contract;
- 3) to review the responsibilities of the Contractor, Government and all individuals to be involved in the contract;
- 4) to clarify work ordering and payment procedures;
- 5) to promote better understanding and cooperation between the Contractor and Government.

Inspection of cleaning will occur on the afternoon following cleaning to make sure contract requirements are adhered to.

SECTION D - Packaging and Marking

For this solicitation there are NO clauses in this section.

SECTION E - Inspection and Acceptance

52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

452.246-70 Inspection and Acceptance. (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: each government site listed on the Schedule of Items.

(End of clause)

SECTION F - Deliveries or Performance

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from February 1, 2014 through January 31, 2015 base, plus four, one-year option periods.

(End of Clause)

SECTION G - Contract Administration Data

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure post-award that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

452.215-73 Postaward Conference. (NOV 1996)

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

(End of Clause)

SECTION H - Special Contract Requirements

For this solicitation there are NO clauses in this section.

SECTION I - Contract Clauses

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

52.204-7 System for Award Management. (JUL 2013)

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

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

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

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

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

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

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

(End of clause)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-41 Service Contract Act of 1965. (NOV 2007)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class 11150 - Janitor

Monetary Wage - Fringe Benefits \$10.58 + fringe benefits \$3.81 total \$14.39 per hour

(End of clause)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.232-1 Payments. (APR 1984)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-11 Extras. (APR 1984)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.244-6 Subcontracts for Commercial Items. (JUL 2013)

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

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C.

7104(g)).

(ix) 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).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-1 Government Property. (APR 2012)

52.245-2 Government Property Installation Operation Services. (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: facility keys checked out on an AD-107.

(End of clause)

52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

452.204-71 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES (OCT 2007)

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the Contracting Officer Representative (COR), unless otherwise specified in

this contract. The PIV Sponsor will let the COR know when they are available. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

452.228-71 Insurance Coverage. (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

SECTION J - List of Documents, Exhibits, and Other Attachments

- J1. Experience Questionnaire
- J2. Wage Determination WD 05-2317 (Rev.-13) website: <http://www.wdol.gov/sca.aspx>
- J3. Quality Assurance Surveillance Plan

SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 Annual Representations and Certifications. (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is 16.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I).

This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

- (A) Basic.
- (B) Alternate I.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below (offeror to insert changes, identifying change by clause number, title, date). 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.

FAR Clause #[]

Title[]

Date[]

Change[]

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 on SAM.

(End of Provision)

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code Code 561720 assigned to contract number _____.

Contractor's Signature

Date

Contractor's Name and Title

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.223-1 Biobased Product Certification. (MAY 2012)

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

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

Contract line item(s): All

- NAICS Code 561720

- Size Standard 16.5 million

(End of provision)

452.209 – 70 Re-representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (Alternate 1 (FEB 2012))

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

(b) **The Offeror represents that –**

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

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

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

(3) The Offeror **does** [], **does not** [] (**check one**) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

L2. QUOTE SUBMITTAL

Contractors wishing to submit a quote must include the following:

- Solicitation/Contract/Order for Commercial Items (SF-1449); complete and signed.
- Section B – Schedule of Items
- Experience Questionnaire included in Section J
- Annual Representations & Certifications included in Section K
- Acknowledge Amendments per the instructions in Block 11 of the SF-30 (if applicable)
- Draft Quality Control Plan

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

52.237-1 Site Visit. (APR 1984)

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

For solicitation information contact Emma Spurlock at (406) 495-3857

452.204-70 Inquiries. (FEB 1988)

SECTION M - Evaluation Factors for Award
52.212-2 Evaluation - Commercial Items. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Price, past performance and capability to accomplish this type of work. Past performance and experience when combined are of equal importance as price. The experience questionnaire will be used as part of the evaluation.

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

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

(End of provision)