

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER AG-05K3-S-14-0017		6. SOLICITATION ISSUE DATE 03/13/2014
7. FOR SOLICITATION INFORMATION CALL:		a. NAME STEVONNE FULLER			b. TELEPHONE NUMBER (No collect calls) 360-891-5085		8. OFFER DUE DATE/LOCAL TIME 03/27/2014 1200 PT
9. ISSUED BY GIFFORD PINCHOT NATIONAL FOREST 10600 NE 51ST CIRCLE VANCOUVER WA 98682				CODE 05K3	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 type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 561720 SIZE STANDARD: \$16.5		
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 ST HELENS RANGER DISTRICT 42218 NE YALE BRIDGE ROAD AMBOY WA 98601		CODE USDA FOREST SERVICE		16. ADMINISTERED BY GIFFORD PINCHOT NATIONAL FOREST 10600 NE 51ST CIRCLE VANCOUVER WA 98682			
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Janitorial Services at Mount St. Helens National Volcanic Monument (MSHNVN), Gifford Pinchot National Forest Potential Offerors are encouraged to tour the project site and personally evaluate work requirements and conditions. The contact at the Mt. St. Helens NVM is Bill Uyesugi at (360) 449-7828. Email offers are accepted but must be followed <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" 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.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				STEVONNE FULLER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	with a signed hardcopy original of the SF-1449. Submit your signed SF-1449 to Attn: Stevonne Fuller at the address listed in Box 9.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
JANITORIAL SERVICES AT MOUNT ST. HELENS NVM GIFFORD PINCHOT NATIONAL FOREST					
1	JANITORIAL SERVICES – BASE YEAR (April 1, 2014 through March 31-2014)				
1.1	Vacuum Carpets (includes work to be performed twice per week and twice per month)	12	Monthly	\$ _____	\$ _____
1.2	Carpet Shampooing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
1.3	Floor Maintenance (includes work to be performed once per week, twice per week, once a month, once a year and twice a year)	12	Monthly	\$ _____	\$ _____
1.4	Floor Refinishing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
1.5	Low Dusting (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
1.6	High Dusting (includes work to be performed twice a year)	2	Each	\$ _____	\$ _____
1.7	Spot and Glass Cleaning (includes work to be performed once per week and once a month)	12	Monthly	\$ _____	\$ _____
1.8	Clean Fixtures (includes work to be performed once per week and twice per month)	12	Monthly	\$ _____	\$ _____
1.9	Trash Removal (includes work to be performed once per week, twice per week, and twice per month)	12	Monthly	\$ _____	\$ _____
1.10	Recyclable Material Removal (includes work to be performed once per week and twice per month)	12	Monthly	\$ _____	\$ _____

	JANITORIAL SERVICES AT MOUNT ST. HELENS NVM, MOUNT ST. HELENS NVM GIFFORD PINCHOT NATIONAL FOREST				
1	JANITORIAL SERVICES – BASE YEAR (April 1, 2014 through March 31-2014) - CONTINUED				
1.11	Window Cleaning (performed once and two times per contract year – April and October)	2	Each	\$ _____	\$ _____
	TOTAL – BASE YEAR (ITEM 1)				\$ _____
1.12	Optional/Emergency Services – these services are on an as needed basis to perform additional cleaning. Not included in total.		Daily Rate	\$ _____	\$ _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	JANITORIAL SERVICES AT MOUNT ST. HELENS NVM				
2	JANITORIAL SERVICES – OPTION YEAR 1 (April 1, 2015 through March 31-2015)				
2.1	Vacuum Carpets (includes work to be performed twice per week and twice per month)	12	Monthly	\$ _____	\$ _____
2.2	Carpet Shampooing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
2.3	Floor Maintenance (includes work to be performed once per week, twice per week, once a month)	12	Monthly	\$ _____	\$ _____
2.4	Floor Refinishing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
2.5	Low Dusting (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
2.6	High Dusting (includes work to be performed twice a year)	2	Quarterly	\$ _____	\$ _____
2.7	Spot and Glass Cleaning (includes work to be performed once per week and once a month)	12	Each	\$ _____	\$ _____
2.8	Clean Fixtures (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
2.9	Trash Removal (includes work to be performed once per week, twice a week and twice per month)	12	Monthly	\$ _____	\$ _____
2.10	Recyclable Material Removal (includes work to be performed once per week and twice per month)	12	Monthly	\$ _____	\$ _____
2.11	Window Cleaning (performed once and two times per contract year – April and October)	2	Each	\$ _____	\$ _____
	TOTAL – OPTION YEAR 1 (ITEM 2)				\$ _____
2.12	Optional/Emergency Services – these services are on an as needed basis to perform additional cleaning. Not included in total.		Daily Rate	\$ _____	\$ _____
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
JANITORIAL SERVICES AT MOUNT ST. HELENS NVM					
3	JANITORIAL SERVICES – OPTION YEAR 2 (April 1, 2016 through March 31-2016)				
3.1	Vacuum Carpets (includes work to be performed twice per week and twice per month)	12	Monthly	\$ _____	\$ _____
3.2	Carpet Shampooing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
3.3	Floor Maintenance (includes work to be performed once per week, twice per week, once a month)	12	Monthly	\$ _____	\$ _____
3.4	Floor Refinishing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
3.5	Low Dusting (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
3.6	High Dusting (includes work to be performed twice a year)	4	Quarterly	\$ _____	\$ _____
3.7	Spot and Glass Cleaning (includes work to be performed once per week and once a month)	12	Monthly	\$ _____	\$ _____
3.8	Clean Fixtures (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
3.9	Trash Removal (includes work to be performed once per week, twice a week and twice per month)	12	Monthly	\$ _____	\$ _____
3.10	Recyclable Material Removal (includes work to be performed once per week and twice per month)	12	Monthly	\$ _____	\$ _____
3.11	Window Cleaning (performed once and two times per contract year – April and October)	2	Each	\$ _____	\$ _____
	TOTAL – OPTION YEAR 2 (ITEM 3)				\$ _____
3.12	Optional/Emergency Services – these services are on an as needed basis to perform additional cleaning. Not included in total.		Daily Rate	\$ _____	\$ _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
JANITORIAL SERVICES AT MOUNT ST. HELENS NVM					
4	JANITORIAL SERVICES – OPTION YEAR 3 (April 1, 2017 through March 31-2017)				
4.1	Vacuum Carpets (includes work to be performed twice per week and twice per month)	12	Monthly	\$ _____	\$ _____
4.2	Carpet Shampooing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
4.3	Floor Maintenance (includes work to be performed once per week, twice per week, once a month)	12	Monthly	\$ _____	\$ _____
4.4	Floor Refinishing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
4.5	Low Dusting (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
4.6	High Dusting (includes work to be performed twice a year)	4	Quarterly	\$ _____	\$ _____
4.7	Spot and Glass Cleaning (includes work to be performed once per week and once a month)	12	Monthly	\$ _____	\$ _____
4.8	Clean Fixtures (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
4.9	Trash Removal (includes work to be performed once per week, twice a week and twice per month)	12	Monthly	\$ _____	\$ _____
4.10	Recyclable Material Removal (includes work to be performed once per week and twice per month)	12	Monthly	\$ _____	\$ _____
4.11	Window Cleaning (performed once and two times per contract year – April and October)	2	Each	\$ _____	\$ _____
	TOTAL – OPTION YEAR 3 (ITEM 4)				\$ _____
4.12	Optional/Emergency Services – these services are on an as needed basis to perform additional cleaning. Not included in total.		Daily Rate	\$ _____	\$ _____

JANITORIAL SERVICES AT MOUNT ST. HELENS NVM					
5	JANITORIAL SERVICES – OPTION YEAR 4 (April 1, 2018 through March 31-2018)				
5.1	Vacuum Carpets (includes work to be performed twice per week and twice per month)	12	Monthly	\$ _____	\$ _____
5.2	Carpet Shampooing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
5.3	Floor Maintenance (includes work to be performed once per week, twice per week, once a month)	12	Monthly	\$ _____	\$ _____
5.4	Floor Refinishing (performed two times per contract year – June and December)	2	Each	\$ _____	\$ _____
5.5	Low Dusting (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
5.6	High Dusting (includes work to be performed twice a year)	4	Quarterly	\$ _____	\$ _____
5.7	Spot and Glass Cleaning (includes work to be performed once per week and once a month)	12	Monthly	\$ _____	\$ _____
5.8	Clean Fixtures (includes work to be performed once per week and twice a month)	12	Monthly	\$ _____	\$ _____
5.9	Trash Removal (includes work to be performed once per week, twice a week and twice per month)	12	Monthly	\$ _____	\$ _____
5.10	Recyclable Material Removal (includes work to be performed once per week and twice per month)	12	Monthly	\$ _____	\$ _____
5.11	Window Cleaning (performed once and two times per contract year – April and October)	2	Each	\$ _____	\$ _____
TOTAL – OPTION YEAR 4 (ITEM 5)					\$ _____
5.12	Optional/Emergency Services – these services are on an as needed basis to perform additional cleaning. Not included in total.		Daily Rate	\$ _____	\$ _____

Continuation of SF1449

Block 27: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far/

CONTRACT CLAUSES**52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEPT 2013)**

(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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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 Section

611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [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. 423](#) 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.

(End of clause)

ADDENDUM TO FAR 52.212-4

The following clauses are hereby incorporated by reference or full text as appropriate:

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

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

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction

Contracts (SEPT 2013)

FAR 52.245-1 Government Property (APR 2012)

FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 ([7 U.S.C.8102\(c\)\(3\)](#)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

AGAR 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 be available to receive contractor identity information from 8:00 a.m. to 4:30 p.m. Monday, Tuesday, Wednesday, Thursday, and Friday 2455 Highway 141, Trout Lake, Washington 98650. 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).

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS ALTERNATIVE 1 (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –
(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

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

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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

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

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

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

FAR 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

AGAR 42.215-73 POST AWARD CONFERENCE (NOV 1996)

- (a) A post award conference with the successful offeror is required. It will be scheduled within 5 days after the date of contract award. The conference will be held at the Mount St. Helens NVM, located at 42218 NE Yale Bridge Road, Amboy, WA 98601 unless otherwise agreed.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

(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) [52.222-50](#), Combating Trafficking in Persons (FEB 2009) ([22 U.S.C. 7104\(g\)](#)).

___ [Alternate I \(AUG 2007\)](#) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

- (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) (Pub. L. 108-77, 108-78).

(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. 253g](#) and [10 U.S.C. 2402](#)).

- ___ (2) [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](#))).

- ___ (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.)

- X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109- 282) ([31 U.S.C. 6101 note](#)).

- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010)

- (Pub. L. 111-5).
- (6) [52.204-14](#), Service Contract Reporting Requirements (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).
- X (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- X (10) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) ([15 U.S.C. 657a](#)).
- (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (13) [Reserved]
- X (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 (JUL 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (JUL 2013) ([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 (JUL 2010) 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)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of [52.219-23](#).
- (22) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (23) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (24) [52.219-27](#), Notice of Service-Disabled Veteran- Owned Small Business Set-Aside (NOV 2011) ([15 U.S.C. 657f](#)).
- X (25) [52.219-28](#), Post Award Small Business Program Rerepresentation (JUL 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (26) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) ([15 U.S.C. 637\(m\)](#)).
- (27) [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\(m\)](#)).
- X (28) [52.222-3](#), Convict Labor (JUNE 2003) (E.O. 11755).
- (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- X (30) [52.222-21](#), Prohibition of Segregated Facilities (FEB 1999).
- X (31) [52.222-26](#), Equal Opportunity (MAR 2007) (E.O. 11246).

- ___ (32) [52.222-35](#), Equal Opportunity for Veterans (SEP 2010)([38 U.S.C. 4212](#)).
- X (33) [52.222-36](#), Affirmative Action for Workers with Disabilities (OCT 2010) ([29 U.S.C. 793](#)).
- ___ (34) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (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](#).)
- ___ (37)(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.)
- ___ (38) [52.223-15](#), Energy Efficiency in Energy- Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (39)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O.13513).
- ___ (41) [52.225-1](#), Buy American Act—Supplies (FEB 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (42)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) ([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 (MAR 2012) of [52.225-3](#).
- ___ (iii) Alternate II (MAR 2012) of [52.225-3](#).
- ___ (iv) Alternate III (NOV 2012) 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. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (49) [52.232-30](#), Installment Payments for Commercial Items (OCT 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- X (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) ([31 U.S.C. 3332](#)).
- ___ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) ([31 U.S.C. 3332](#)).
- ___ (52) [52.232-36](#), Payment by Third Party (JUL 2013)([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.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (9) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(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).

- (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). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 ___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services- Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xiii) 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).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.222-42 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	Monetary Wage—Fringe Benefits
WG-2	\$13.76, plus fringe benefits

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

SCOPE OF WORK

1. SCOPE OF CONTRACT

DESCRIPTION OF SERVICES. DESCRIPTION OF SERVICES. The contractor shall provide all management, tools, equipment, and labor necessary to ensure that custodial services are performed at the location designated on the Schedule of Items and in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance. This is a performance based service contract whereby the contractor is expected to perform the services according to commercial practices. The Government will not instruct the contractor as to how to perform the service but rather inspect the performance of the contractor in meeting requirements. Contractor employees shall take special care when working in the laboratories so that they do not disturb the scientific apparatus or any experiments. Facility location and hours of operation are in Attachment 1.

1.1 BASIC CLEANING SERVICES. The contractor shall accomplish all cleaning tasks to meet the requirements in this Statement of Work (SOW). The minimum cleaning frequencies are established in the Janitorial Matrix for the facility. Also refer to the Janitorial Services Standards of Minimum Performance.

1.2 VACUUM CARPETS. Vacuum carpeted areas. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Government representative. Area and throw rugs are included to receive this service. Shake out throw rugs and vacuum underneath. Mop underneath these areas in accordance with 1.1. After being vacuumed, the carpeted floor shall be free of all visible litter and soil. All tears, burns, and raveling shall be brought to the attention of the COR.

Vacuum and Clean Floor Mats

Vacuum and clean interior and exterior floor mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed and mats return to their normal position

Clean Stairways and Entry Stoops

All floor surfaces shall be cleaned in accordance with paragraph 1.2 or 1.4 as appropriate, (not required daily unless deemed necessary) for floor covering. Sweep entry stoops and porches. Grease and grime shall be removed from stair guards, handrails, and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide a clean, uniform appearance.

1.3 CARPET SHAMPOOING. Once a year in conference room, every 6 months all other carpets. All carpets shall be cleaned in accordance with standard commercial practices. Carpets shall have a fresh, clean smell and be dry within 18 hours. A heavy-duty spot remover may be required in heavily soiled areas. After steam cleaning, using a dry extraction method, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath, and returned to their original position. The contractor shall coordinate the date with the COR, so employees can be notified to move as many things off the floor as possible. Carpet cleaning must be approved by the COR prior to work being done.

1.4 FLOOR MAINTENANCE. All floors, except the carpeted areas, shall be swept, dust mopped, damp mopped, and/or wet mopped as needed, to ensure they have a uniform, glossy appearance and free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. This includes behind doors, under desks, tables, wastebaskets, chairs, as much surface as is attainable without moving major furniture. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position. Personal items shall not be removed. Any questions on this issue should be directed to the Contracting Officer's Representative (COR).

Sweeping and Treat Mopping Floors

After sweeping and treat mopping operations, all floors shall be clean and free of dirt streaks; no dirt, trash, or foreign matter shall be left in corners, behind radiators, under furniture, behind doors, on stair landings, treads, or other areas cleaned. Likewise, after sweeping, no dirt or trash shall remain in entrances, or other assigned areas. No dirt shall be left where sweepings were picked up.

Wet Mopping

After being wet mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, strings, or standing water. There shall be no splash marks or mop streaks on furniture, walls, or base boards, or mop strands remaining in the area. All surfaces shall be dry and comers and cracks clean after the wet mopping or scrubbing.

Clean Stairways and Entry Stoops

All floor surfaces shall be cleaned in accordance with paragraph 1.1 or 1.4 as appropriate, (not required daily unless deemed necessary) for floor covering. Sweep entry stoops and porches. Grease and grime shall be removed from stair guards, handrails, and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide a clean, uniform appearance.

1.5 FLOOR REFINISHING

Every 6 or 12 months wood, tile and vinyl floors shall be stripped of the previous wax and reapplied. After wax refinishing, the floor shall have a clean, glossy appearance, free from streaks, heel marks, and foreign matter. All baseboards, trash receptacles, furniture, etc., shall be free from refinishing products. Floors shall be allowed to dry thoroughly after rinsing.

After completing floor refinishing, tile floors shall have a uniform, glossy appearance free from streaks, dirt, wear marks, etc. All baseboards, trash receptacles, furniture, etc., shall be free of water spots and maintenance materials.

1.6 LOW DUSTING

After low dusting, all dust, lint, litter, and dry soil shall be removed from the horizontal or vertical surfaces of furniture and equipment cleaned, and from horizontal ledges, window sills, hand rails, etc., to a line seven feet (7'0") above floor level. There shall be no dust streaks or marks left by dusting tools. All corners, crevices, molding and ledges shall be free of all dust and cob webs.

1.7 HIGH DUSTING

Every 6 months, all dust, lint, litter, and dry soil shall be removed from all surfaces and fixtures above seven feet (7'0") and from the top of the floor surface. Venetian blinds, where installed, are included in high dusting. There shall be no dust streaks or marks left by dusting tools.

1.8 SPOT AND GLASS CLEANING

Clean Interior Glass and Mirrors

Clean all interior glass, Plexiglas, including glass in doors, walls, display cases, directory boards, etc. After glass cleaning, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from the glass surface, and all corners and edges of trim material.

General Spot Cleaning

Perform spot cleaning on a continual basis. Spot cleaning includes but is not limited to removing or cleaning smudges, fingerprints marks, streaks, spills, etc., from washable surfaces of walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, windows, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance free of streaks, spots, and other evidence of removed soil, dirt, grease, or foreign matter. Spot clean or steam clean dirty carpets over an area of 2 square feet or less. The contractor must remove spots immediately upon discovery.

1.9 CLEAN FIXTURES. Completely clean and disinfect all surfaces of counters, sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, doors, walls, and other such surfaces using a germicidal detergent. Disinfect all surfaces of partitions, stalls, stall doors, and entry doors (including handles, kick plates, ventilation grates, metal guards, etc.) adjacent to wall mounted lavatories, urinals, and toilets. All wall areas shall be cleaned only as necessary to remove visible dirt and marks. After cleaning all fixtures, the entire surface shall be free from odors, streaks, stains, scale, scum, urine deposits, and rust stains. After cleaning and disinfecting, restroom, shower room and locker rooms shall be free of dirt, dust, streaks, stains, and other foreign matter.

De-Scale Showers, Toilet Bowls, and Urinals

De-scaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After de-scaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

Empty and Clean Public Ashtrays and Urns

The contractor shall empty all public ashtrays and urns. Ashtrays shall be cleaned to remove ashes, odor, and stains. Clean all public urns (ash trays or ash cans). This also includes exterior light fixtures.

Clean Drinking Fountains

Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as the exterior surfaces of fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. The wall and floor around the fountain shall be free of water and water spots.

1.10 TRASH REMOVAL.

All trash containers shall be emptied and returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors. No loose trash shall remain in trash receptacles or on the floors when trash removal is completed.

Recyclable Products

The contractor shall coordinate the removal and specific locations for placement of all recyclable materials. Recycle containers are placed in various locations around the offices. Recyclable products from these containers shall be deposited in the nearest outside recycle collection container.

2. RESTROOMS, LOCKER ROOMS, BREAK ROOMS, COFFEE ROOMS, KITCHEN CLEANING SERVICES. The contractor shall accomplish all tasks to meet the requirements of this SOW.

2.1. FLOOR MAINTENANCE - Sweep and Mop Floors. After sweeping and mopping the entire floor (including grout) shall be free from litter, dirt, dust, and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. All other than non-wax floors shall be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean uniform appearance, but no less than monthly. A non-skid wax is required. A uniform, glossy appearance is free of scuffmarks, heel marks, wax build-up, and other stains and discoloration.

2.2 CLEAN FIXTURES. Completely clean and disinfect all surfaces of counters, sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, doors, walls, and other such surfaces using a germicidal detergent. Disinfect all surfaces of partitions, stalls, stall doors, and entry doors (including handles, kick plates, ventilation grates, metal guards, etc.) adjacent to wall mounted lavatories, urinals, and toilets. All wall areas shall be cleaned only as necessary to remove visible dirt and marks. After cleaning all fixtures, the entire surface shall be free from odors, streaks, stains, scale, scum, urine deposits, and rust stains. After cleaning and disinfecting, restroom, shower room and locker rooms shall be free of dirt, dust, streaks, stains, and other foreign matter.

De-Scale Showers, Toilet Bowls, and Urinals

De-scaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After de-scaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

2.3 STOCK RESTROOM SUPPLIES. Contractor shall ensure restrooms are stocked sufficiently, using Government provided supplies, so that supplies including soap for the soap dispensers, toilet paper dispensers, paper towels dispensers, do not run out. Supplies shall be stored in designated areas (2 extra rolls of toilet paper in each restroom). No overstocking shall be allowed.

3. PERIODIC CLEANING SERVICES. Provide services as outlined above and herein.

3.1 CARPET CLEANING. Please refer to 1.3.

3.2 WINDOW CLEANING. Once a year for the Athletic Building, every 6 months for other buildings. Windows shall be cleaned inside and outside. Windows are the glass surfaces that are an integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced as needed. After window has been cleaned, the exterior glass and frames and interior casings, sills, and glass shall be free of all traces of film, dirt, smudges, water, and other foreign matter. Interior glass shall also be cleaned. After window have been cleaned, all glass and frames shall be free of all traces of film, dirt, smudges, water, and other foreign matter

4. EMERGENCY OR SPECIAL EVENT CLEANING SERVICES. Upon notification of the COR, the contractor shall perform emergency or special event cleaning required in any building, area, or room covered under this contract or as area as designated by the COR. These services will be based on a daily rate and will be billed separately to the COR with a copy to the Contracting Officer. Should services not be required for an entire day, the contractor will be guaranteed a prorated payment of a minimum of 3

hours (unless the work was not performed in a satisfactory manner). The contracting officer shall order cleaning services through the issuance of a statement of required services per the line item on the contract at which time the contractor will provide a total price for that service which efficiently uses the bid price per day on the original contract for the appropriate and required work task(s). Most services will not require more than 1 day of additional work. The contracting officer or designated representative will notify the contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event. For emergency services, the contractor shall begin emergency work, at such time as determined by the COR (but no later than 24 hours after notification). Notification may be verbal. A completion schedule shall be determined for each requested special or emergency work. Should the contractor be unable to provide the service, he must notify the COR immediately and may refuse the work. In addition, this line item does not guarantee the work to the contractor and does not preclude Government from seeking the same service from another contractor.

5. MISCELLANEOUS REQUIREMENTS

5.1 LIGHTS:.. Lights shall be used only in areas where and at the time when work is actually being performed.

5.2 HVAC ADJUSTMENTS:.. Mechanical equipment controls for heating, ventilation, and air-conditioning systems shall not be adjusted by the workers.

5.3 WATER:.. Water faucets or valves shall be turned off after the required usage has been accomplished.

5.4 WINDOWS:.. Windows shall be closed and lights and fans turned off when not in use. Exception is in the main office where the lights will turn off automatically when not in use.

5.5 TRAINING:.. Organize and train employees to participate in building fire drills. Training shall include all emergency procedures as identified by the Contracting Officer's Representative.

5.6 HAZARDS:.. Report hazardous conditions and items in need of repair to the Contracting Officer's Representative.

5.7 LOCKS:.. Lock rooms in security areas after cleaning. These areas will be identified by Contracting Officer's Representative. Do NOT unlock any rooms to clean if they are locked.

5.8 DOORS:.. Close doors and lock rooms as required in all areas after cleaning.

5.9 LOST & FOUND:.. Turn in lost and found articles to the Contracting Officer's Representative.

5.10 STAFFING:.. Assign sufficient staffing to be responsive to complaints related to cleaning.

6. STANDARDS FOR MATERIALS

The Contractor shall not use any materials, which would be unsuitable for the purpose, or harmful to the surfaces to which applied, or to any other part of the building, its contents or equipment. All Contractor's cleaning products shall meet the requirements established by Federal Specifications, or as approved by the COR. NOTE: Unless otherwise authorized by the COR, all materials used shall be without ammonia. Equipment and tools used in the performance of this contract shall meet the following requirements:

a. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.

b. All electrical equipment used by the Contractor shall meet OSHA safety requirements, the NEC, and be UL approved. This equipment shall operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.

c. The Contractor shall use beater bar type vacuums for carpeted floors.

d. Equipment deemed by the COR to be of improper type of design or inadequate for the purpose intended shall be removed from the premises and replaced with approved equipment

2. LOCATION

Buildings are on the administrative compound of the Mount St. Helens NVM, located at 42218 NE Yale Bridge Road, Amboy, WA 98601.

3. GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

- A. Paper hand towels, toilet paper, hand soap, light bulbs, trash bags, and fluorescent tubes.
- B. Locked storage space for the contractor's supplies and equipment. These closets and the stored equipment and supplies shall be kept clean and in an orderly manner by the contractor.
- C. Water from existing sources.
- D. Electricity from existing sources.
- E. Office and area access key(s) will be furnished to the contractor and shall be terminated upon termination of the contract. Keys shall not be duplicated.

4. GENERAL POLICIES AND PROCEDURES

- A. Contractor's staff shall sign in and sign out each day or work period at the designated area identified and approved by the COR. The sign in and sign out form will be attached to a clip board. The contractor will be responsible for the employees providing all information required on each form. The contractor will be responsible for employees recording their time accurately.
- B. Office key(s) will be provided to the contractor. Key(s) shall be promptly returned and checked in before leaving the facility. The key(s) shall not be duplicated.
- C. Only contractor's staff will be permitted in the buildings during designated cleaning hours. Guests, children, pets, or children of the staff will not be permitted in the facilities.
- D. The contractor shall require all employees to report for work wearing professional standards: neat, clean, and appropriate uniform clothing.
- E. The contractor shall prohibit employees from distributing papers on desks, drawers, cabinets, or using the telephone or office equipment for Government use.
- F. The contractor and contractor's employees are required to comply with the policies, procedures, and all federal regulations pertaining to conduct and building regulations as provided by the COR.
- G. The contractor shall provide a list of all employee names five days prior to the starting date for this contract. If or when the contractor has a change in employees the contractor shall furnish an updated list of the new employees to the COR and Contracting Officer.
- H. The contractor shall not make a change in requirement of the contract SOW or Matrix without discussing with the Contracting Officer and the COR. All changes shall require approval from the COR and the Contracting Officer.
- I. Route all changes and modification requests for pertinent details within these special instructions to and through the COR to the Contracting Officer.

5. SAFETY PLAN

The contractor shall conduct all activities in compliance with all standing and current Federal, state, and local safety regulations and standards. The contractors shall maintain a current file/binder of Material Safety Data Sheets (MSDS) for all products used by the contractor. The MSDS shall be submitted to the COR to approve or obtain approval by the Government. In the event of a disagreement about the safety of any product, the burden shall be on the contractor to demonstrate safe and appropriate use of the product.

6. SCHEDULE

- A. Contracting Officer's Representative. Contractor shall maintain and furnish a monthly schedule for non daily services.
- B. Contractor shall furnish a monthly schedule for daily services (A calendar with schedule of employees and work scheduled is to be used to fill this requirement).

7. STAFFING REQUIREMENTS

The contractor shall determine the total daily productive hours required for the performance of all services specified herein. The contractor shall utilize skilled and productive labor in order to furnish the required level of services specified in this contract. The personnel employed by the contractor shall be fully trained and qualified to safely conduct all custodial type work. All personnel will receive close and continuing supervision by the contractor.

8. CONTRACTOR FURNISHED SUPPLIES, MATERIALS, AND EQUIPMENT

The contractor shall provide all other cleaning supplies and equipment not included in the Government furnished property. Trash bags shall be provided by the contractor for trash receptacles; however the recyclable containers do not require trash bags.

9. ACCIDENT REPORTS

- A. The contractor shall comply with all OSHA requirements and other binding regulatory agencies for record keeping and reporting for all accidents. Accidents to include those resulting in trauma, death, occupational disease, environmental insult, or motor vehicle related.
- B. In all cases, the contractor shall provide an oral report to the COR within twenty-four (24) hours and a sworn statement in writing (signed and dated) within three working days from the occurrence of the accident.

10. HOURS OF OPERATION

- A. The contractor shall perform the majority of the work required by this Performance Work Statement (PWS) (unless otherwise proposed and accepted by the Government) between the hours of 4:30 pm and 10:00 pm, on each Monday through Friday. The only exclusion to these days will include all Federal Holidays or days designated by Federal Statute, Executive Order, or Presidential Proclamation. Exceptions to these normal duty hours are Government personnel observant listed holidays:
 - a. New Years Day – 1st Day of January
 - b. Martin Luther King, Jr. Day – 3rd Monday of January
 - c. President's Day - Last Monday of May
 - d. Independence Day – 4th of July

- e. Labor Day – 1st Monday of October
 - f. Veteran’s Day – 11th Day of November
 - g. Thanksgiving Day – 4th Thursday of November
 - h. Christmas Day – 25th of December
- B. Any other day designated by Federal Statute, Executive Order, or Presidential Proclamation.
- C. When a holiday falls on a Saturday, the preceding Friday is observed. When a holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or for entitlement of compensation, except as set forth within this contract.
- D. The Government reserves the right to close its facilities due to weather conditions or medical emergencies as necessary. If the office is closed due to inclement weather or for any other reason, the COR will notify the contractor as soon as the closure is known.

11. RESPONSIBILITY OF PERFORMANCE

- A. The contractor shall be directly responsible for all work performance as specified in the contract. The contractor shall provide adequate supervision of work for all employees performing to ensure complete and satisfactory compliance with contract terms and conditions. Any working group assigned to any particular area shall have adequate supervision.
- B. If the contractor elects to subcontract any work specified in this SOW, the subcontractor’s name and qualification shall be submitted along with the contractor’s proposal. Once the contract is in effect, further subcontracting shall require the written approval of the Contracting Officer.

12. WORK SCHEDULING

A. Janitorial work performed under this contract will be at such hours as shown on an up to date schedule prepared on a monthly basis or as verbally agreed upon by the COR prior to the commencement of work. Contractor’s work schedule shall indicate the location and itemize which service is to be provided. This work must result in a minimum conflict between the project and contractor’s employees. The work schedule shall indicate contractor’s activities on the project at least ten (10) days in advance and shall be subject to adjustment upon notification by the COR that the janitorial schedule conflicts with project maintenance work.

The COR will notify the contractor of necessary schedule changes 48 hours in advance whenever possible. Within ten (10) days after the date of award, the contractor shall submit to the COR a detailed work schedule.

13. VERIFICATION OF WORK

If the contractor performs work other than at the scheduled time, the COR must be notified upon completion in order to inspect work and secure payment. Work performed at times other than that posted on the work schedule and not coordinated with the COR will be considered not completed. After the cleaning matrix is approved, a copy of the matrix will be posted in various places where the contractor

will be working. The contractor shall initial this work schedule each day to show the specific items of work accomplished.

14. QUALITY CONTROL

The contractor shall develop and maintain a quality program to ensure custodial services are performed in accordance with commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. At a minimum, the contractor shall develop quality control procedures addressing the areas identified in the SOW. Failure to document work shall constitute work not performed, which will not be paid or reimbursed.

15. QUALITY ASSURANCE

The Government will periodically evaluate the contractor's performance. The COR will randomly inspect services in addition to weekly inspections. The COR will document all inspections and this will be provided to the Contracting Officer on a monthly basis. Customer complaints will be provided to the COR via written documentation (email or letter) and will be included in the contract record file. The COR may request the contractor or contractor's supervisor to accompany him/her on inspections when there has been a problem with repeated discrepancies or failure to perform.

16. SUPERVISION OF EMPLOYEES

A. Prior to commencement of services under the contract (phase-in period), the contractor shall designate an on-site employee who shall be responsible for the supervision of contractor employees. The employee shall:

1. Be the contractor's primary representative having the contractor's full authority to act on matters pertaining to the performance of services required under the contract.
2. Designate an acting employee to fulfill his/her duties when the employee is not available.
3. Be on site or on call whenever work is being performed by the contractor's work force at the facility. When not on site, the employee shall designate a qualified individual to be responsible for performance of the work.
4. Obtain approval from the COR for any non-routine work that is scheduled to be performed during the upcoming week.
5. Report damage to Government property, loss of keys, personal injuries, and or hazardous conditions to the COR within one (1) workday after such occurrence.
6. Maintain a weekly inspection log in format that facilitates preparation of the reports required in this contract. Such inspection log shall be available for review by the COR or his or her authorized representative.

17. DAMAGE REPORTS

In all instances when Government property and or equipment are damaged by the contractor's or subcontractor's employees, the contractor shall submit a full report of the facts and extent of such damages. The report shall be submitted in writing to the COR no later than the next workday following the occurrence.

18. CONDUCT OF CONTRACTOR EMPLOYEES

- A. Each employee is expected to adhere to standards of competency, conduct, appearance, and integrity that reflect credit to the employee, the contractor, and the Government. The contractor shall be responsible for such disciplinary action with respect to their employees as may be necessary.
- B. The contractor shall report in writing to the COR on the following work day any termination of contract personnel and the cause of such termination.
- C. Contactor personnel shall comply with traffic and safety rules and all other regulations and instructions pertaining to conduct of persons on Government facilities. Contractor personnel shall not disturb papers on desks, open desks, or cabinets nor use telephones or office equipment that are not provided for official business transaction purposes. Contractor personnel shall adhere to conservation policies and turn off lights in unoccupied areas, close all exterior doors, unless otherwise directed.
- D. Contractor personnel shall, in no event, enter any area to which access is restricted, unless such an area has been specifically identified as an area in which services are to be rendered. The contractor shall place their employees on notice that infraction of any of the above rules, regulations, or prohibitions may be grounds for removal from Government property.

19. TECHNICAL REQUIREMENTS

- A. The contractor shall perform janitorial services in accordance with Attachment 1, Matrix of Services.
- B. Periodic cleaning requirements which can be accomplished more efficiently during periods of extended site availability shall, subject to the coordination with the COR, be performed on weekends and or holidays.

20. CONSERVATION

The contractor employees shall turn out lights in unoccupied rooms not in the immediate area being cleaned during non-duty hours.

21. SUPPLIES AND MATERIALS

The contractor shall store cleaning supplies and materials at the Mount St. Helens NVM in a safe, sanitary, and neat manner. Mops, cloths, and sponges shall be replaced before offensive odors are noticeable. Covers are to be replaced securely on the containers of all materials and supplies. Areas designated for storage of janitorial supplies and equipment shall be kept clean and odor free.

22. FREQUENCIES

All cleaning frequencies stated in Attachment 1, Matrix of Services, shall be the minimum required.

23. DISRUPTIONS

Contractor employees shall notify their supervisor when encountering any questionable situations in performing janitorial functions: safety hazards, inaccessible areas, unknown substances in trash cans or work areas.

24. CIRCUMSTANCES TO BE REPORTED

- A. The contractor or contractor's employees shall report any circumstances of needed repair of the facility or unusual soiling of an area that may affect the performance of the work and unhealthy or hazardous conditions or any delay or interference with the work caused by the employees or the Government.
- B. Upon discovery, unusual circumstances shall be reported immediately to the COR.

25. PARKING FOR CONTRACTOR'S AND CONTRACTOR'S EMPLOYEE VEHICLES

All employees of the contractor will park their personal vehicles and contractor's vehicles in areas and during times designated by the CO. On no occasion will vehicles be left during non-contract work hours. Under no circumstances will children, pets, or unauthorized visitors be allowed to wait in vehicles on Government property without the express consent of the COR.

26. INSURANCE REQUIREMENTS

The contractor shall be required to maintain a minimum of \$100,000 property damage and \$1,000,000 million liability insurance or as deemed acceptable by the Contracting Officer to this commercial line of work. See FAR 52-228-5 Insurance Work on a Government Installation. Contractor shall provide proof of insurance within 30 days after award of contract.

27. PAYMENT

Payments for less than a month will be prorated on a 30 day basis. The unit price per month will be used to compute the amount to be paid and shall constitute full and final compensation for all work.

Work that has not been performed in accordance with the terms of this contract shall not be paid. The contractor shall not include in the monthly invoice any work that has not been completed. Payment will be made only for work completed.

The Department of Agriculture (USDA) mandated the transition of all Integrated Acquisition System (IAS) payments to the US Treasury Invoice Processing Platform (IPP). This allows electronic routing and approval of IAS related invoices.

Treasury's IPP enables vendors to electronically enter, submit, as well as track invoice status. The invoice information entered by the Vendors in IPP is used to route the invoice through the appropriate approval process, based on the contract.

The Contractor and COR should discuss the elements of a proper invoice prior to submission for payment.

Invoices should include the Contract and/or Purchase Order number, unique invoice number, invoice date, name and address of contractor, vendor identification code (VID = taxpayer id number (TIN) + assigned alpha character, provided to contractor by Contracting Officer), and total due for monthly janitorial services.

28. List of Attachments

The attachments listed below are attached to the end of the solicitation.

<u>Attachment Number</u>	<u>Title</u>	<u>No. of Pages</u>
<u>1</u>	Janitorial Matrix of Work Requirements for Mount St. Helens NVM	1
<u>2</u>	Dept. of Labor Wage Determination	10
<u>3</u>	Experience Questionnaire – Past and Current Contract Information	1

SOLICITATION PROVISIONS

FAR 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:

1. Technical Capability (Relevant Experience and Past Performance)

Each offer submitted shall include at least three (3), but not more than five (5) references from similar janitorial projects performed by the offeror over the last 3 years. Projects listed are not required to have been performed by the offeror for the last 3 years continuously. Projects listed shall be of a similar nature to the work requirements outlined herein. Cleaning of private residences will not be accepted. References will be checked.

1) Each offer will first be individually assessed on the basis of its merits in the areas of:

a) Technical expertise, as a function of experience (quantity and type of references submitted).

b) Service quality, as a function of past performance (how well the offeror's experience has been carried out).

2) Subcontracting

a) Any offeror who elects to subcontract any work specified in this SOW must provide the subcontractor's name and qualifications along with the offeror's proposal. The subcontractor's qualifications must be approved by the Contracting Officer prior to award.

2. Price

The Government will award a contract to that offeror, who in the opinion of the government, presents the best value in terms of work quality, experience, and price for the Government. Technical Capability (relevant experience and past performance), will be considered to be equally important 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.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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. “Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874. “Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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. “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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 (o) 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 ORCA.]

(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, for general statistical purposes, 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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) 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)(11)(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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 Act—Supplies.”

(2) Foreign End Products: [List as necessary]

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

(g)(1) Buy American Act—Free Trade Agreements— Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—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 Act—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 Act—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 Act—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
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act—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 Act—Free Trade Agreements— Israeli Trade Act”:

Canadian End Products:

Line Item No.	Country of Origin
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[List as necessary]

(3) Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act”: Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

(4) Buy American Act—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 Act-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 Act. 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 \$3,000 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

(1) Listed end products.

(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 Act. (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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan. (n) Prohibition on Contracting with Inverted Domestic Corporations.(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874. (2) Representation. By submission of its offer, the offeror represents that—

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

(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 \$3,000 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.

(End of provision)

AGAR 452.209-70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (Deviation 2012-01) Alternative 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.

FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) **The telephone number of receiving facsimile equipment is: 360-891-5081**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

The following clause is hereby incorporated by reference:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (FEB 2012)

ADDENDUM TO FAR 52.212-1

Note: The purpose of FAR 52.212-1 is to provide the contractors with instructions as to how to propose and what information must be provided. FAR provision 52.212-2 notifies the contractors as to how the Government intends to evaluate the information provided in accordance with 52.212-1.

INSTRUCTIONS FOR SUBMISSION OF OFFERS

Offers shall consist of the following:

1. **Standard Form 1449**, pages 1-2
2. **Schedule of Items**, pages 3-8
3. **Offeror Representation and Certifications** (pages 34-46)
4. **Past and Current Contract information form** or an equivalent that demonstrates relevant experience and past performance.
5. **Subcontractor Name and Qualifications** (If offeror elects to subcontract any portion of the work listed in this solicitation)

Building & Location	Vacuum Carpets	Clean Mats	Carpet Shampooing	Sweep	Wet Mop	Outside Door Sweep	Floor Refinish (Wax)	Low Dust	High Dust	Spot Clean	Clean Glass	Clean Fixture	Drink Fntn	Trash Removal	Window Cleaning	Sq. Ft.
	Vacuum Carpets			Maintain Floors						Spot & Glass Cleaning		Clean Fixtures				
MAIN OFFICE																
Conference Room	2M		1Y							2W				2M	2Y	640
Front Office & Stone Area		2W		2W	2W	1W	2Y			2W			2W	2W	2Y	500
Entry Alcoves & Stoops	2W	2W	2Y	2W		1W									2Y	100
Restrooms & Tile Areas				2W	2W		2Y			2W	2W	2W		2W		250
Lunchroom				2W	2W		2Y			2W		2W		2W	2Y	180
Carpeted & Work Areas	2W	2W	2Y			1W				2W			2W	2W	2Y	4740
Utility Rooms				1M	1M											300
Other								2M	2Y	2W	1M					
Institute Bldg																
Kitchen & Bath Vinyl Areas		1M		1W	1M		1Y			1M	1M	1M		1W	2Y	260
Wood & Work Areas		1M		1W	1M		1Y			1M	1M			1W	2Y	600
Other								1M	2Y							
PNW Bldg																
Kitchen & Bath Vinyl Areas		1M		1W	1M		1Y			1M	1M	1M		1W	2Y	260
Wood & Work Areas		1M		1W	1M		1Y							1W	2Y	600
Other								1M	2Y							
Athletic Bldg																
Vinyl Areas		1M		1M	1M		1Y							1M		720
Other								1M	2Y	1M	1M	1M			1Y	
Warehouse																
Lunchroom	2M	1W	2Y									2M		2W		320
Offices/Vinyl Areas		1W		2W	1W		1Y							2W		1080
Bath/Tile Area		1W		1W	1W		1Y					2W	1W	2W		800
Other								2M	2Y	2W	1M					

LEGEND:
Y = Year
M = Month
W = Week

Mount St Helens National Volcanic Monument Headquarters Office
 42218 N.E. Yale Bridge Road
 Amboy, Washington 98610

WD 05-2441 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2441
Diane C. Koplewski		Revision No.: 13
Director		Date Of Revision: 06/19/2013

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill
Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

Fringe Benefits Required Follow the Occupational Listing

OCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.89
01012 - Accounting Clerk II	15.62
01013 - Accounting Clerk III	19.91
01020 - Administrative Assistant	21.67
01040 - Court Reporter	19.88
01051 - Data Entry Operator I	13.02
01052 - Data Entry Operator II	14.28
01060 - Dispatcher, Motor Vehicle	19.88
01070 - Document Preparation Clerk	13.75
01090 - Duplicating Machine Operator	13.75
01111 - General Clerk I	12.67
01112 - General Clerk II	13.82
01113 - General Clerk III	17.33
01120 - Housing Referral Assistant	20.42
01141 - Messenger Courier	14.12
01191 - Order Clerk I	13.02
01192 - Order Clerk II	15.03
01261 - Personnel Assistant (Employment) I	15.71
01262 - Personnel Assistant (Employment) II	19.59
01263 - Personnel Assistant (Employment) III	20.55
01270 - Production Control Clerk	20.55
01280 - Receptionist	14.41
01290 - Rental Clerk	15.98
01300 - Scheduler, Maintenance	16.38
01311 - Secretary I	16.38
01312 - Secretary II	18.32
01313 - Secretary III	20.42
01320 - Service Order Dispatcher	17.40
01410 - Supply Technician	22.62
01420 - Survey Worker	19.88
01531 - Travel Clerk I	13.44
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	15.76
01611 - Word Processor I	14.12
01612 - Word Processor II	15.86

01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	19.85
05040 - Automotive Glass Installer	18.97
05070 - Automotive Worker	18.97
05110 - Mobile Equipment Servicer	17.05
05130 - Motor Equipment Metal Mechanic	19.95
05160 - Motor Equipment Metal Worker	18.97
05190 - Motor Vehicle Mechanic	19.95
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.04
05280 - Motor Vehicle Wrecker	18.97
05310 - Painter, Automotive	19.85
05340 - Radiator Repair Specialist	18.97
05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	19.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.61
07041 - Cook I	12.86
07042 - Cook II	14.31
07070 - Dishwasher	9.16
07130 - Food Service Worker	10.57
07210 - Meat Cutter	16.19
07260 - Waiter/Waitress	10.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.96
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	16.58
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.61
11060 - Elevator Operator	11.77
11090 - Gardener	15.07
11122 - Housekeeping Aide	12.06
11150 - Janitor	12.06
11210 - Laborer, Grounds Maintenance	11.96
11240 - Maid or Houseman	11.47
11260 - Pruner	10.96
11270 - Tractor Operator	14.58
11330 - Trail Maintenance Worker	11.96
11360 - Window Cleaner	13.16
12000 - Health Occupations	
12010 - Ambulance Driver	19.04
12011 - Breath Alcohol Technician	19.04
12012 - Certified Occupational Therapist Assistant	22.53
12015 - Certified Physical Therapist Assistant	21.98
12020 - Dental Assistant	17.72
12025 - Dental Hygienist	36.69
12030 - EKG Technician	29.65
12035 - Electroneurodiagnostic Technologist	29.65
12040 - Emergency Medical Technician	19.04
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.94
12073 - Licensed Practical Nurse III	23.38

12100 - Medical Assistant	15.18
12130 - Medical Laboratory Technician	18.73
12160 - Medical Record Clerk	14.32
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	18.16
12210 - Nuclear Medicine Technologist	38.09
12221 - Nursing Assistant I	9.41
12222 - Nursing Assistant II	10.57
12223 - Nursing Assistant III	11.53
12224 - Nursing Assistant IV	12.95
12235 - Optical Dispenser	17.51
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	15.54
12280 - Phlebotomist	12.95
12305 - Radiologic Technologist	30.05
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	24.30
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	15.52
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 24.95
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	16.61

14160 - Personal Computer Support Technician	23.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.55
15020 - Aircrew Training Devices Instructor (Rated)	34.31
15030 - Air Crew Training Devices Instructor (Pilot)	41.12
15050 - Computer Based Training Specialist / Instructor	28.55
15060 - Educational Technologist	31.63
15070 - Flight Instructor (Pilot)	41.12
15080 - Graphic Artist	20.77
15090 - Technical Instructor	20.39
15095 - Technical Instructor/Course Developer	24.95
15110 - Test Proctor	17.79
15120 - Tutor	17.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.40
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.20
16220 - Tailor	13.99
16250 - Washer, Machine	10.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.45
19040 - Tool And Die Maker	24.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.89
21030 - Material Coordinator	19.68
21040 - Material Expediter	19.68
21050 - Material Handling Laborer	13.22
21071 - Order Filler	13.60
21080 - Production Line Worker (Food Processing)	14.89
21110 - Shipping Packer	14.37
21130 - Shipping/Receiving Clerk	14.37
21140 - Store Worker I	12.70
21150 - Stock Clerk	16.70
21210 - Tools And Parts Attendant	14.89
21410 - Warehouse Specialist	14.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.81
23021 - Aircraft Mechanic I	24.48
23022 - Aircraft Mechanic II	25.81
23023 - Aircraft Mechanic III	27.13
23040 - Aircraft Mechanic Helper	19.37
23050 - Aircraft, Painter	22.61
23060 - Aircraft Servicer	22.12
23080 - Aircraft Worker	23.27
23110 - Appliance Mechanic	17.48
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	31.58
23130 - Carpenter, Maintenance	20.28
23140 - Carpet Layer	20.85
23160 - Electrician, Maintenance	29.99
23181 - Electronics Technician Maintenance I	21.48

23182 - Electronics Technician Maintenance II	24.43
23183 - Electronics Technician Maintenance III	25.80
23260 - Fabric Worker	20.54
23290 - Fire Alarm System Mechanic	23.07
23310 - Fire Extinguisher Repairer	19.63
23311 - Fuel Distribution System Mechanic	24.72
23312 - Fuel Distribution System Operator	19.39
23370 - General Maintenance Worker	19.18
23380 - Ground Support Equipment Mechanic	24.48
23381 - Ground Support Equipment Servicer	22.12
23382 - Ground Support Equipment Worker	23.27
23391 - Gunsmith I	19.63
23392 - Gunsmith II	22.34
23393 - Gunsmith III	25.03
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.45
23430 - Heavy Equipment Mechanic	21.84
23440 - Heavy Equipment Operator	23.49
23460 - Instrument Mechanic	27.58
23465 - Laboratory/Shelter Mechanic	23.70
23470 - Laborer	12.87
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	14.74
23591 - Metrology Technician I	27.58
23592 - Metrology Technician II	29.06
23593 - Metrology Technician III	30.56
23640 - Millwright	28.28
23710 - Office Appliance Repairer	20.53
23760 - Painter, Maintenance	18.24
23790 - Pipefitter, Maintenance	30.95
23810 - Plumber, Maintenance	27.63
23820 - Pneudraulic Systems Mechanic	25.03
23850 - Rigger	24.74
23870 - Scale Mechanic	22.34
23890 - Sheet-Metal Worker, Maintenance	24.40
23910 - Small Engine Mechanic	16.36
23931 - Telecommunications Mechanic I	25.97
23932 - Telecommunications Mechanic II	27.38
23950 - Telephone Lineman	24.08
23960 - Welder, Combination, Maintenance	21.08
23965 - Well Driller	23.01
23970 - Woodcraft Worker	26.15
23980 - Woodworker	14.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.95
24580 - Child Care Center Clerk	14.34
24610 - Chore Aide	10.83
24620 - Family Readiness And Support Services Coordinator	14.01
24630 - Homemaker	16.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.09
25040 - Sewage Plant Operator	22.21

25070 - Stationary Engineer	26.09
25190 - Ventilation Equipment Tender	19.07
25210 - Water Treatment Plant Operator	22.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.30
27007 - Baggage Inspector	12.19
27008 - Corrections Officer	23.68
27010 - Court Security Officer	25.47
27030 - Detection Dog Handler	16.79
27040 - Detention Officer	23.68
27070 - Firefighter	26.29
27101 - Guard I	12.19
27102 - Guard II	16.79
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.56
28043 - Carnival Equipment Worker	9.64
28210 - Gate Attendant/Gate Tender	16.16
28310 - Lifeguard	12.65
28350 - Park Attendant (Aide)	18.07
28510 - Recreation Aide/Health Facility Attendant	12.93
28515 - Recreation Specialist	19.28
28630 - Sports Official	14.40
28690 - Swimming Pool Operator	19.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.47
29020 - Hatch Tender	23.47
29030 - Line Handler	23.47
29041 - Stevedore I	22.04
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center(HFO) (see 2)	37.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.00
30012 - Air Traffic Control Specialist, Terminal(HFO) (see 2)	28.63
30021 - Archeological Technician I	16.73
30022 - Archeological Technician II	18.72
30023 - Archeological Technician III	23.18
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	25.26
30061 - Drafter/CAD Operator I	16.73
30062 - Drafter/CAD Operator II	18.72
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.68
30081 - Engineering Technician I	16.14
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	22.18
30210 - Laboratory Technician	19.18
30240 - Mathematical Technician	22.35
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	22.18
30363 - Paralegal/Legal Assistant III	27.13

30364 - Paralegal/Legal Assistant IV	32.84
30390 - Photo-Optics Technician	23.18
30461 - Technical Writer I	21.89
30462 - Technical Writer II	27.71
30463 - Technical Writer III	32.40
30491 - Unexploded Ordnance (UXO) Technician I	23.97
30492 - Unexploded Ordnance (UXO) Technician II	29.00
30493 - Unexploded Ordnance (UXO) Technician III	34.76
30494 - Unexploded (UXO) Safety Escort	23.97
30495 - Unexploded (UXO) Sweep Personnel	23.97
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.86
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.68
31030 - Bus Driver	17.89
31043 - Driver Courier	14.29
31260 - Parking and Lot Attendant	10.48
31290 - Shuttle Bus Driver	15.36
31310 - Taxi Driver	11.15
31361 - Truckdriver, Light	15.29
31362 - Truckdriver, Medium	18.77
31363 - Truckdriver, Heavy	20.76
31364 - Truckdriver, Tractor-Trailer	20.76
99000 - Miscellaneous Occupations	
99030 - Cashier	12.12
99050 - Desk Clerk	11.50
99095 - Embalmer	27.05
99251 - Laboratory Animal Caretaker I	11.19
99252 - Laboratory Animal Caretaker II	12.01
99310 - Mortician	27.05
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	14.81
99710 - Recycling Laborer	19.39
99711 - Recycling Specialist	22.73
99730 - Refuse Collector	17.66
99810 - Sales Clerk	13.43
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	15.36
99832 - Surveying Technician	21.04
99840 - Vending Machine Attendant	16.64
99841 - Vending Machine Repairer	19.64
99842 - Vending Machine Repairer Helper	16.94

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- 4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary

materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PAST AND CURRENT CONTRACT INFORMATION

(For the past two years)

OFFEROR'S NAME

(Use this and additional sheets as necessary to provide two (2) years worth of experience in same or similar work)

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #: