

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 33
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			AG-52B1-S-15-0001	10/07/14	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Roger Manning		b. TELEPHONE NUMBER(No collect calls) 812-275-5987	8. OFFER DUE DATE/ LOCAL TIME 11/04/14 11:00 a.m. e.s.t.	

9. ISSUED BY Hoosier National Forest 811 Constitution Ave Bedford, IN 47421	10. THIS ACQUISITION IS UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR XX Woman Owned SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 561720 <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) SIZE STANDARD: \$16.5mil OWNED SMALL BUSINESS
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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
		14. METHOD OF SOLICITATION XX RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	16. ADMINISTERED BY
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17a. CONTRACTOR/OFFEROR COI _____ FA _____ CODE _____	18a. PAYMENT WILL BE MADE BY USDA Forest Service 811 Constitution Ave Bedford, IN 47421
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TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Furnish all labor, supervision, equipment, transportation, permits, certifications, licence, and insurance necessary to perform custodial services at the Supervisor's Office, Hoosier NF, Bedford, IN Emailed submissions are preferred to: rkmanning@fs.fed.us No fax submissions will be accepted. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<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: _____
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

TIN# _____ DUNS# _____ Are you registered in SAM? Y N
 Email: _____ Phone _____ Fax _____

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE OF ITEMS

BASE PERIOD

Item No.	Description	Estimated Quantity	Unit	Unit Amount	Amount
01	Standard Custodial Services Bedford Office	12	Mo.	\$_____	\$_____

OPTION PERIOD ONE

Item No.	Description	Estimated Quantity	Unit	Unit Amount	Amount
01	Standard Custodial Services Bedford Office	12	Mo.	\$_____	\$_____

OPTION PERIOD TWO

Item No.	Description	Estimated Quantity	Unit	Unit Amount	Amount
01	Standard Custodial Services Bedford Office	12	Mo.	\$_____	\$_____

OPTION PERIOD THREE

Item No.	Description	Estimated Quantity	Unit	Unit Amount	Amount
01	Standard Custodial Services Bedford Office	12	Mo.	\$_____	\$_____

OPTION PERIOD FOUR

Item No.	Description	Estimated Quantity	Unit	Unit Amount	Amount
01	Standard Custodial Services Bedford Office	12	Mo.	\$_____	\$_____

A pre-quote tour of the building may be arranged by calling James Klug at 812-275-5987.

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

Service rates apply to this acquisition.

BASIS OF AWARD: Your performance plan will be evaluated based on the required submittals, past performance and price. The performance plan and past performance is equal to price or cost.

ALL RFQ Responses will have documentation regarding Background Checks of all employees or subcontractors that would be assigned to this project. Your quote will be considered non-responsive if this information is not included.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 11 months of contract award, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five-years from date of Contract Award.

52.217-5 Evaluation of Options. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.232-18 Availability of Funds (APR 1984)

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

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.

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

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

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

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

missions.

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

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

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

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

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Forest Headquarters Hoosier National Forest

Scope of Contract

This contract is for janitorial services with a Performance-Based Statement of Objectives on the Hoosier National Forest Offices, Hoosier National Forest, Bedford, Indiana. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards.

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services, except as may be expressly set forth as Government furnished, and otherwise do all things necessary to or incident to, perform and provide the work efforts described in this performance work statement.

The Contractor shall determine how much labor is need to perform the task, what methods will be used to complete the job and which supplies, materials and requirements are needed. The results of the work performed under this contract will conform to the Janitorial Work Quality Requirements and the Government expects that upon daily or periodic inspections that these performance standards will be met or exceeded.

Location and Description

The janitorial work to be performed under this contract is on the Hoosier National Forest Offices, Hoosier National Forest, Bedford, Indiana. It is located at 811 Constitution Ave., Bedford, IN 47421. There is a total of approximately 10,965 square feet of floor area to be serviced of which approximately 8,980 square feet is carpeted and the remainder is bare floor areas. The location, size, and other pertinent information are described in the attached plan.

Frequency of Service and Cleaning Hours

A. Frequency of Service (Daily Basis)

The contractor will provide services three times a week (Monday, Wednesday, and Friday, unless otherwise agreed to by the Contractor and the Contracting Officer's Representative). No work other than the annual and semi-annual service items shall be performed outside of the above listed days. Annual carpet cleaning service will be scheduled to be performed on Friday after the regular scheduled cleaning service or on Saturday to allow the maximum time possible for the carpet to dry out side of regular office business hours which are Monday through Friday 8:00 a.m. to 4:30 p.m.

B. Hours of Work

Unless otherwise agreed to by the Contractor and the Contracting Officer's Representative, work shall be performed on the between the hours of 4:30 p.m. and 12:00 midnight on regular office business days which are Monday through Friday. No work will be performed on the following Government Holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas, New Year's, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day and Labor Day.

C. In the event services are not provided or required because the facility is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., the Contracting Officer shall either:

1. Direct the Contractor to perform the work contractually specified over a number of immediately subsequent day(s) equal to the duration of the shutdown, or
2. Forego the work and reduce payment due to the Contractor for work not performed. The deduction rate in dollars per day shall be equal to the "per month" fixed price divided by 9 days per month and then multiplied by the number of days services were not provided. Appropriate adjustments will be made by the Contracting Officer in the event services are provided for portions of days, or
3. Reschedule the work on day(s) satisfactory to both parties. Except as noted in the schedule of work, work shall not be required on federal holidays.

Definitions

Administrative Terms

Acceptable Service. A job performed to the standard and within the acceptable quality level. The Contractor must do the specific job, and meet the standard, and meet the acceptable quality level before one can say that performance is acceptable for payment.

Acceptable Quality Level (AQL). The maximum allowable deviation from perfect performance that may occur before the Government will invoke payment deduction. An AQL does not allow a Contractor knowingly to offer defective service, but limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

Best Value. One criterion used for selecting a service contractor for award, based on comparison of the service price offered, with the quality of service offered.

Biobased. Products determined by the U.S. Secretary of Agriculture to be commercial or industrial product (other than food or feed) composed, in whole or in significant part, of biological products, including renewable domestic agricultural material (including plant, animal and marine materials, or forestry materials).

Biodegradable. Products that are non-toxic, non-petroleum, and have low VOC levels. Typically originating from plant or animal sources, which may be broken down by other living organisms.

BioPreferred. Biobased items the USDA has designated as "preferred" for purchase. It meets or exceeds USDA -established minimum biobased content requirements.

Calendar Days. Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Change Order -An order issued to the Contractor by the Contracting Officer, pursuant to the "Changes" clause included in Section I of this contract, requiring work to be performed within the general scope of the contract.

Contract Item -A pay item designated on the bid schedule and described by a specification.

Contracting Officer (CO). -A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

Contracting Officer's Representative (COR). A Government person appointed by the Contracting Officer (CO) to help the CO with the contract administration and surveillance. The duties and responsibilities of a COR are defined in the letter of designation by the CO.

Crew Foreman -The individual responsible for ensuring the contract specifications are met on the ground and that the proper inspection plots have been taken.

Defective Service. A block of service that contains one or more defects, or nonconformance with specified requirements.

Federal Acquisition Regulations (FAR). The Federal Regulations that govern Forest Service acquisitions of property and services, also supplemented by the FSAR (Forest Service Acquisition Regulations).

General Provisions -Those provisions of an administrative nature applicable to the contract.

Government. Title used to represent the United States Federal Government and its designated employees acting within their delegated contract authority. Throughout this contract the titles United States, USDA-Forest Service, Forest Service, and USFS may be used interchangeably as synonymous with Government.

Government Inspector. A Government person appointed by the CO to help the COR with the contract administration and surveillance. The duties and responsibilities of a Government Inspector are defined in the letter of designation. The Inspector's authorities are strictly limited, not to exceed the authority to issue a Contractor a Notice of Non-compliance.

"Green" purchasing: Green Purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that are used to make purchasing decisions. Green Purchasing is also known as "environmentally preferred purchasing (EPP), green procurement, affirmative procurement, eco-procurement, and environmentally responsible purchasing" particularly within the US Federal government agencies. Green Purchasing minimizes negative environmental and social effects through the use of environmentally friendly products. Green purchasing attempts to identify and reduce environmental impact and to maximize resource efficiency. Examples include: Recycled content products, also known as Comprehensive Procurement Guideline (CPG) Items; Energy Star. And energy- efficient products; standby power devices; Alternative fuel vehicles/alternative fuels; Biobased products; Non- ozone depleting substances, as well as Environmentally preferable products (EPP), etc.

Labor Standards Provisions – Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.

Performance Based Service Contract (PBSC). A service contract that (1) Describes requirements in terms of results required rather than the methods of performance of the work; (2) Use measurable performance standards (i.e., terms of quality, timeliness, quantity, etc.) and quality assurance surveillance plans; (3) Specifies procedures for reductions of fee or for reductions to the price of a fixed-price contract when services are not performed or do not meet contract requirements; (4) May include performance incentives where appropriate.

Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

Period of Performance (also Performance Period or Contract Time). The number of calendar days allowed in this contract for completion of the contract work. Once begun on the official start date, the period of

performance will be counted in consecutive calendar days, including Sundays and holidays. This time may be suspended by Government issuance of one or more written Suspend Work Order/s.

Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS). Government inspection for quality assurance does not substitute for the Contractor's quality control.

Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods the Government will use to perform surveillance of the contractor.

Quality Control. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Random Sampling. A sampling method in which each service output in a unit has an equal chance of being selected. A method of inspecting a few individual items in a lot to determine the quality of that lot against the standard.

Specifications – That portion of the contract comprising a description of the general and technical requirements for materials, products or services to be furnished under the contract.

Standard. An acknowledged measure of comparison.

Work Order – An order written by the COR, which directs the Contractor to correct deficient performance. It may also be used to document satisfactory completion of units and give permission for the Contractor to begin work on additional work units.

Technical Terms

Bare Floors: Vinyl, laminate, wood, tile and other similar hard/resilient-type floors.

Carpeted Floors: Wall to Wall carpeting and area rugs.

Dispensers: Paper towel, toilet paper, toilet seat cover, sanitary napkin, and soap dispensers.

Entirety: The whole or total amount of something.

Fixtures: Toilets, urinals, lavatories, sinks, drinking fountains, mop sinks, break-room microwaves, and shower stalls.

Glass Surfaces (Both Sides): Plate glass entrance doors to offices within the facility. Glass surrounding entrance doors to offices. Glass in doors and vestibule in interior of office building.

Occupational Exposure - means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potential infectious body fluids that may result from the performance of an employee's duty.

Room Cleaning: All interior areas of the building specified regardless of use. Specific areas requiring special cleaning will be identified

Toilet Rooms: Toilet rooms, shower rooms, and janitor closets.

Surfaces: Walls, ceilings, window sills and frames, blinds, doors and door frames, light fixtures, radiators, perimeter units, vents, grilles, office furniture, break-room tables and chairs, and shower stalls.

Windows (Both Sides): Glass in external walls of buildings.

Waste Receptacles: Wastebaskets, trash cans, and sanitary napkin disposal units.

Government-Furnished Property

A. 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.

B. The Government will provide:

1. Water and electricity to perform the contract requirements.

2. Wastebaskets and recycling bins.

3. Space in the facility for the storage of an inventory of supplies and equipment which will be used in the performance of work under the contract. The Contractor shall maintain this space in a clean, neat and orderly condition. Equipment (i.e., mops, pails, cleaning cloths, etc.) shall be disinfected to prevent odors and stored out of sight. The Contractor will not store any flammable or explosive liquids such as gasoline in the facility. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.

4. Heating and air conditioning (if available) of space to be cleaned is provided only during official working hours of facility occupants.

5. Key to the buildings. The key will be signed out and given to the Contractor Representative and shall be given back to the Government when the contract ends.

- If the key is not returned at the end of service or is lost. The contract will pay to have (5) office door locks changed, (4) pad locks changed, and (75) numbered keys made.

6. Government Furnished Property/Supplies.

- The Government will make available to the contractor paper products, soap, hand sanitizers, and deodorizers for stocking restrooms and break-room, trash bags, and towels for dispensers. Contractor is to notify the COR two week in advance of when supplies will need restocked so they can be ordered.
- All other labor, tools, equipment, materials, supplies, and incidentals necessary for the satisfactory accomplishment of janitorial work shall be furnished by the Contractor.

Contractor Furnished Critical Items (Supplies, Materials, Equipment, Etc.) and Services

A. The Contractor shall provide necessary labor, materials, tools, supplies, equipment, transportation, employee training and sufficient workforce to comply with the requirements of this contract. These materials, supplies and equipment shall reduce the environmental impact when compared to other products used for the same purpose.

1. All supplies and materials shall be of a quality and type customarily utilized by other Contractors engaged in profession of providing custodial services and that conforms to applicable Federal specifications and standards, and to the extent feasible and reasonable, include the exclusive use of Biobased products. The Contractor shall utilize the greatest number of BioPreferred and Biobased products available that meet applicable health and environmental specifications.

a. The Contractor must submit to the Contracting Officer a list indicating the name of the manufacturer, the brand name and the intended use of each of the materials, proposed for use in the performance of its work. The listing shall be updated and kept current.

b. The Contractor shall use recycled paper products and environmentally friendly materials.

c. The use of caustics (acid based cleansers) will not be approved. The Contractor shall not use any material which would be unsuitable for the purpose or harmful to the surfaces to which applied.

d. Reference Attachments 2 (Biobased) along with Examples of Bio-Preferred Program Product Categories located in the Attachments, Attachment 3 (Chemicals) and Attachment4 (Green Purchasing).

B. The Contractor shall submit a copy of all Material Safety Data Sheets (MSDS) Sheets on the products they are using within 10 calendar days from contract award for all products used in the performance of this contract. The MSDS sheets shall be retained at the work site and updated as often as necessary to keep them current.

C. Cleaning Equipment

1. All cleaning equipment needed for the performance of the work of this contract shall be furnished by the Contractor. All equipment must be in safe and effective working condition. All equipment shall be properly guarded and meet all applicable OSHA standards.

2. All equipment shall be of the size, type, and condition customarily used in this work, shall conform to all applicable safety codes, and shall meet the approval of the Contracting Officer.

3. The Contractor is responsible for maintaining all equipment in good working order, in accordance with manufacturer recommendations.

4. Any defective equipment shall be repaired or replaced at the Contractor's expense before the next scheduled cleaning service.

5. The Contractor shall provide protective gloves, safety glasses, and any other safety equipment needed to execute the contract.

D. The Contractor shall also have at all times of contract performance, a properly designated representative that understands and speaks fluent English.

E. The Contractor shall provide all submittals listed in this section.

F. The Contractor will place hazard cones and signs when working in the restrooms and when any floors are not dry.

G. The Contractor shall use green cleaning products and processes and shall demonstrate such capability. Reference Attachment 4.

H. The Contractor shall provide personnel who are qualified to use the Contractor's equipment and who's appearance is clean and orderly. Personnel not acceptable to the Government shall, upon written notice by the Contracting Officer, be replaced with satisfactory personnel within 48 hours after such written notice.

I. The Contractor must comply with the applicable Occupational Safety and Health Administration (OSHA) Standards specified under 29 CFR Part 1910 and other Federal, State, and local regulations for the purpose of providing safety precautions to all of his employees who are subject to occupational exposure to potentially infectious blood, body fluids and/or materials as a result of the custodial work performed under this contract.

1. The Contractor is responsible for providing the necessary training and education to his employees affected by the OSHA standards and ensuring safe and sanitary work conditions for his employees. The Contractor is also responsible for providing, at no cost to his employees, appropriate personal protective equipment such as, but not limited to, gloves, masks, and eye protections (reference section 1910.1030, Bloodborne Pathogens).

2. Personal Protective Equipment is specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts, or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.

J. Costs for correcting damage caused by the Contractor will be borne by the Contractor. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or her agent's or employee's fault or negligence. The term "third party" is constructed to include employees of the Government.

Biobased Products to be Provided by the Contractor

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased products. The Contractor shall utilize the greatest number of biobased products available that meet applicable health and environment specifications. For more information, reference Attachment 2.

Green Cleaning Standards

Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and worker health and reduce the impact on our human health and our environment. Unlike a traditional cleaning program, a green janitorial program takes a holistic approach to facility cleaning. It goes beyond simple appearances to focus on health and the environmental impacts. Green Cleaning incorporates stewardship, communication, selection of cleaning chemicals, janitorial equipment, paper, supplies, and procedures and methods in which the cleaning is accomplished. Reference Attachment 4.

Contractor Supervision and Listing of Employees

The Contractor shall have adequate supervision during contract performance to ensure that all cleaning functions are performed.

The on-site supervisors and/or alternatives shall be available at all times when the contract work is in progress. No Government employees are authorized to exercise either direct or indirect supervision over, or provide directions to, the Contractor's employees.

The Contractor shall provide in writing to the Contracting Officer at least ten work days after contract award and updated as employees change the name(s) and telephone number(s) of on-site supervisors. This information is for the Government's use in contacting a supervisor should the need occur when a supervisor is not on-site.

When Contractor employees leave, the Contractor shall make sure all keys are returned. In addition, the Contractor shall notify the change in employees in writing.

Contractor Qualifications of Personnel.

Qualifications of Supervisory Employees. The Contractor shall only assign fully trained personnel capable of accomplishing all of the requirements in this contract. Personnel shall be trained in customer service, customer relations, and proper response to building alarms, building fires and security procedures. The Contractor shall employ experience, competent supervisory personnel capable of providing ongoing training to employees' accomplishing the work and quality requirements under this contract. The on-site supervisor shall understand and speak fluent English and be able to communicate effectively with their staff and Contracting Officer.

1. The supervisor shall have in-depth knowledge of effective methods of cleaning, managing a contract staffing, quality control, products, supplies and equipment.

2. The supervisor shall have completed a supervisory training course and have prior custodial experience in project management of similar size and type building as covered by this contract.

Qualifications of Other Contractor Personnel

The Contractor shall only assign fully trained personnel capable of accomplishing all of the requirements in this contract. Personnel shall be trained in custodial type of work, customer service, customer relations and proper response to building alarms, building fires and other security measures.

The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial type work.

Personnel Training.

All Contractor employees are required to attend an orientation conducted by the Contracting Officer. The orientation will include an explanation of the occupant agency's function and a tour of the building/facility. It will also familiarize Contractor employees with key client agency personnel and areas of the building/facility requiring special attention.

The Contractor is required to provide necessary and on-going client relations training for their employees. This training will stress the importance of conflict avoidance and problem resolutions. Emphasis will be placed on grooming, proper attire, and the importance of professionalism and courtesy in day-to-day contacts with building occupants and visitors.

The Contractor's employees shall be familiar with the facility fire alarm and security system. All employees shall be trained on the procedures to follow in the event of fire or other emergency.

The Contractor shall make arrangements with the Contracting Officer to review the on-site building safety measures and the facility fire alarm and security system within two weeks from award.

The Contracting Officer will notify the Contractor if any system has been revised, and if applicable, will request another meeting with the Contractor to go over new procedures.

Contractor Required Submittals

The Contractor shall submit the following to the Contracting Officer as indicted in this document:

DOCUMENT	PERIODICITY
Schedule of Work Plan	See clause titled Scheduling of Work
Information for FAR 52.204-9 and AGAR 452.204-71	With quote and upon hiring a new employee.
Written List of Personnel Working on contract	Ten Days after Contract is awarded and each time a new employee starts.
Written Notice of Designated Representative	With quote and revised when necessary.
List of all products used on the Contract. List of Biobased Products	With Quote and each time a new product is used. Also in accordance with FAR 52.223-2.
Cleaning Product Information and Material Safety Data Sheets (MSDS)	After award and each time a new product is used.
Performance Plan (Operation & Quality Control Plan)	With quote and updated annually. Depending on Contractor's plan a customer survey and progress reports may be required throughout the contract.
Contractor's Emergency Plan	With quote and annually thereafter
Safety Plan	With Quote and annually thereafter.
Report of hazardous conditions	As required
Invoice of monthly services	Beginning of each month for previous month
Evidence of Insurance	With quote and updated as needed.

Scheduling Work.

The Contractor shall provide the Contracting Officer a schedule for any cleaning including weekly, semi-annual, and annual duties.

Itemized Work Requirements

A. Major Work Items include, but not limited to:

- Carpet and Walk-Off Mats Service.
- Bare Floors Service.
- Remove Trash Service.
- Clean, Dust, Sanitize Service.
- Restrooms Service.
- Exercise Room Service.
- Once a Week Exercise Room Service
- Semi-annual Clean, Dust, Sanitize Service
- Annual Hot Water Extraction Carpet Cleaning Service.
- Security and Safety.

Contractor Effort Required

A. The determination of the total daily productive man-hour requirements for the performance of all services herein specified is the sole responsibility of the quoter. Nothing in this provision should be construed as being contrary to this quoter's responsibility.

B. All cleaning shall be accomplished utilizing the latest technology, products, equipment, and industry practices, specifications, and recommendations in order to achieve the quality standards. The services shall also be done in accordance all federal, state, county and local codes.

C. In the event of an emergency during the Contractor employee's normal working hours, the Contractor shall divert their forces to meet the emergency (example: A water leak from a sink and the water supply needs shutoff). When employees are no longer need, they will return to their normal duties. If the Contractor cannot perform and finish the services, the Contractor will notify the Contracting Officer.

Quality and Performance Standards

The Contractor through innovation, technology, or other means, shall perform the work tasks in this contract at frequencies necessary to meet the quality and performance standards in this Section. Evaluations of the Contractor's work will be based on the standards in this Section combined with the overall appearance of other comparable building. In order to be effective, the evaluation should be conducted by the Contracting Officer as close to the time that the cleaning tasks were completed. Listed below are the performance standards the Contractor is required to meet in this contract.

Carpet and Walk-Off Mats Service. After servicing all designated carpeted areas and mats in their entirety (edge to edge of rooms, corners and crevices), will be free of all visible dirt, debris, litter, and foreign matter. Carpet will be spot cleaned to remove spills/soilage as needed. Chairs, trash receptacles, flag bases, benches, small tables, planters, and easily movable items will be relocated to maintain floors underneath. Once completed, items shall be returned to their original position. No personnel items on carpeted areas are to be moved and are to be worked around. Stacks of chairs and tables in large conference room are not expected to be moved. All tears, burns, and raveling will be brought to the attention of the Contracting Officer's Representative (COR).

Bare Floors Service. The floor in the break-room is a no-wax surface. After servicing all designated bare floor areas in their entirety (edge to edge of rooms, corners and crevices), will be free of visible litter, dust, and foreign matter. Once the floor has been serviced, it will be free of streaks, swirl marks, detergent residue, and any evidence of soil, stains, film, debris, or standing water. This includes the removal of all splash marks or mop streaks on furniture, walls, and baseboards. Chairs, trash receptacles, plungers, and easily movable items will be relocated to maintain floors underneath. Once completed, items shall be returned to their original position.

Remove Trash Service. All waste containers will be emptied and free of waste and odors including waste container located in kitchen cabinets. Trash containers shall be lined and kept relatively free of trash, dirt, stains and debris. Place a new Government supplied plastic trashcan liner in each emptied trashcan. All waste collected will be disposed of in the dumpster. Waste that falls on the floor and outside grounds during the waste removal will be picked up and disposed of by the Contractor. Recycle bins in the break room will be inspected and full bags will be removed and placed inside the warehouse. Glass recycle bin does not require a liner and will not be serviced by contractor. The government will be responsible for removing recyclable paper, cardboard, and glass from the premises.

Clean, Dust, Sanitize Service. All glass doors, frames, adjacent glass windows, and frames including: front entrance, vestibule, lobby and rear entrance doors in their entirety (inside and out, top to bottom, side to side, corners and crevices) shall be free of dust, dirt, streaks, stains, smears, smudges, and prints. All mirrors in their entirety (top to bottom, side to side, corners and crevices) shall be free of dust, dirt, streaks, stains, smears, smudges, and prints. All break room countertops, table tops, and outside of refrigerator and microwave doors in their entirety (edge to edge, top to bottom, side to side, corners and crevices) shall be free of dust, dirt, streaks, stains, smears, smudges, spots, prints, and food. Drinking fountain and stainless steel sinks shall be cleaned and disinfected in their entirety (edge to edge, top to bottom, side to side, corners and crevices) shall be free of dust, dirt, streaks, stains, smears, smudges, spots, prints, and food. Dishes are to be moved out of the sinks to clean the sinks and then replaced. Dishes are not the responsibility of the contractor.

Restrooms Service. Clean and disinfect in their entirety (edge to edge, top to bottom, side to side, corners, crevices, inside, outside, undersides, and bases), all surfaces of sinks, toilet, urinals, plumbing fixtures, pipes, floor drains, partitions, dispensers, doors, walls, tile walls and all other washable surfaces with a germicidal detergent. All surfaces will be free from streaks, stains, scale, soap film, scum, mineral deposits, and rust stains and will be the original color of the fixture. Cleaning of fixtures will not mar,

mark, scrape, or destroy the original finish of the fixture. Restroom floors and splash guard will be serviced in their entirety (edge to edge of rooms, corners and crevices), using a disinfectant and cleaned according to Bare Floors section above. Equipment used to clean and disinfect restrooms shall not be used elsewhere in providing services to the rest of the office. Inspect and replenish supply dispensers. Supplies include, but are not limited to, paper towels, toilet paper, deodorizers, and soap and will be provided by the government.

Exercise Room Service. Service flooring in its entirety (edge to edge of rooms, corners and crevices), so it is free of visible litter, dust or foreign matter. Once a Week Exercise Room Service in addition to the regular scheduled weekly service, (on Friday's). Service and disinfect floor in its entirety (edge to edge of rooms, corners and crevices) according to Bare Floors section above, clean and disinfect exercise equipment in their entirety (edge to edge, top to bottom, side to side, corners, crevices, inside, outside, undersides, and bases).

Semi-annual Clean, Dust, Sanitize Service in addition to the regular scheduled weekly service, (During the Last Week of March and September).

All window sills, horizontal ledges, door knobs and handles, baseboards, light switches, window blinds (edge to edge, top to bottom, side to side, corners, crevices, inside, outside, front and back), shall be free of dust, dirt, streaks, stains, smears and smudges (Contractor is not responsible for cleaning lobby desk, modular office partitions, desks or drawers, or office equipment, printers, copiers, and plotters.) All windows in the building in their entirety (inside and out, top to bottom, side to side, corners and crevices) shall be free of dust, dirt, streaks, stains, smears, smudges, and prints. All air registers, supply and return, in their entirety (edge to edge, side to side, corners, crevices, inside, outside, bases and louvers), shall be free from dust, dirt, streaks, stains, smears, smudges scale, deposits, and rust stains and will be the original color of the fixture. Office chairs in their entirety (edge to edge, top to bottom, side to side, corners, crevices, top to bottom, front and back) shall be free of dust, dirt, streaks, stains, smears and smudges. Exercise room walls clean and disinfect in their entirety (edge to edge, top to bottom, side to side, corners, and crevices), shall be free of dust, dirt, streaks, stains, smears and smudges.

Annual Hot Water Extraction Carpet Cleaning Service in addition to the regular scheduled weekly service. All carpeted areas and mats in their entirety (edge to edge of rooms, corners and crevices), will be free of all visible dirt, debris, litter, foreign matter and moisture. Chairs, trash receptacles, flag bases, benches, small tables, and easily movable items will be relocated to maintain floors underneath. Once completed, items shall be returned to their original position. No personnel items on carpeted areas are to be moved and are to be worked around. Government will notify contractor on the timing of this service as needed.

Security and Safety. The contractor will be furnished one key to an entrance door and must ensure that all doors are locked at all times. No non-government personnel other than authorized contractor personnel will be allowed in the building during the performance of this contract. If contractor brings into the building any non-authorized personnel it will be immediate grounds for termination of the contractor. All lights will be turned off and security alarm set before leaving the building if no government personnel are in the building. Contractor will notify the COR in writing of all personnel providing services, before they begin working in the office including name and contact information.

Miscellaneous Requirements.

A. Report hazardous conditions, and items in need of repair (inoperative lights, blinds not working, broken windows or doors, torn carpets, leaking faucets, urinals, or toilets, etc.) to the Contracting Officer's Representative.

B. Shall not leave a secured space unattended or open during cleaning

- C. Notify the Contracting Officer's Representative when an authorized or suspicious person is seen on the
- D. Report fire to appropriate resources for rapid response.
- E. The Contractor shall not disconnect equipment in the building from electrical outlets without prior approval by the Contracting Officer.
- F. Make a daily tour at the end of each workday to ensure that all contractors equipment is shut off or disconnected; that there is no smoldering, smoking or burning materials.
- I. Report all accidents to the Contracting Officer's Representative immediately.
- J. Assign sufficient staffing to be responsive to deficiencies or complaints related to cleaning.
- K. The Contractor is responsible for securing the buildings and checking all exterior doors prior to departing each evening. If the Contractor opens any doors, they are responsible to close them.

Federal Requirements.

- A. All chemicals will be those commercially available, which meet Federal, State, and local codes.
- B. The Contractor is required to use biobased or biopreferred products first than green and then other environmentally friendly materials, which have demonstrated their effectiveness.
- C. Preference should be given to concentrated cleaning chemicals which use ecologically sound packaging, and are phosphate-free, non-corrosive, non-flammable, and fully biodegradable.
- D. The Contractor will take every precaution to ensure that only safe products are used. Information can be obtained from Federal, State, and local agencies concerning the safe chemical cleaning materials.

Government Quality Assurance: Inspection, Incentives and Deductions

The Government will make visual inspections on a random basis using the Quality and Performance Standards listed above as an evaluation checklist for inspecting the quality of work performed by the contractor.

The Contracting Officer will provide the Contractor with written notification of non-compliance or of customer complaints. The Contractor will have one opportunity during the next scheduled service to correct the noted deficiencies. If the correction does not achieve compliance with the Contract requirements; a deduction equal to the value of the non-conforming service will be made from that month's invoice.

The Contractor will receive full payment for acceptable work along with a good evaluation for good performance. For unacceptable work, the Contractor will receive a deduction of payment and a poor evaluation.

Payment

- A. Monthly payments will be based on all work satisfactorily completed in accordance with

contract performance statement of work.

B. A payment invoice will be processed once a month. Payment will be processed at unit prices quoted for work satisfactorily performed.

C. Deductions may be made for unsatisfactory work. The amount will be negotiated between the Contractor and Contracting Officer.

Attachment No. 2

BioBased Products and Certification

Background

Congress passed a law to encourage the purchase of biobased products: the Farm Security and Rural Investment Act, Section 9002. Federal agencies must purchase designated biobased products and will establish agency preferential procurement programs for such products. Benefits of biobased products are to: enhance the nation's energy security by substituting domestically produced biobased products for fossil fuel based products derived from imported oil and natural gas; improve demands for biobased products to increase demand for agricultural commodities, which are the feedstock of biobased products; spur the development of value added agricultural processing and manufacturing in rural communities, which would create new jobs and income in rural regions; and establish a healthier environment for users.

Supplies, Materials, and Equipment to be Provided by the Contractor

Unless otherwise specified herein, the Contractor shall furnish all supplies, materials, and equipment necessary for the performance of work under this contract. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies, materials, and equipment to be used in the performance of work described herein are subject to the approval of the Contracting Officer.

The Contractor must submit to the Contracting Officer a list of product to be utilized in the performance of its work. The Contractor shall not use any materials, chemicals, or compounds that the Contracting Officer , determines to be unsuitable to perform the required work. The Contractor shall utilize products and material made from biobased materials (e.g., biobased cleaners, biobased degreasers, biobased laundry detergent) to the maximum extent possible. For the biobased content products evaluation, products proposed for use under this contract must conform to the Department of Agriculture (USDA) Designated Biobased Products List (DBPL). If requested in the contract, Contractors shall provide data for their biobased solvents and cleaners to document the level of biobased content. Any biobased product that the Contracting Officer suspects does not meet USDA specifications or standards shall be tested at the Contractor's expense by an independent laboratory qualified to perform such tests. A copy of the laboratory report of findings shall be submitted to the Contracting Officer. These products shall meet the requirements established by applicable Federal specifications and standards or be considered unacceptable for use.

Biobased Products to Be Provided by the Contractor

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased products. The Contractor shall utilize the greatest number of biobased products available that meet applicable health and environment specifications.

It is desirable that the Contractor be able to supply the greatest number of biobased products listed meeting the health and environmental specifications. Labeling should be printed on all containers.

Also reference the BioPreferred Program Product Categories located in the Exhibits.

The offered products must meet the required content levels as stated in the USDA Final Rule for that designated item. Products which do not meet the mandatory specifications or for which the appropriate information has not been submitted will be disqualified from further consideration.

Required Submittals and Reports

All quoters shall submit with their initial proposal a complete list of products that are to be used in carrying out the requirements of the contract along with an estimated price. Additionally, the winning Contractor shall report all products in accordance with FAR 52.223-2. A copy shall be also submitted to the Contracting Officer. The products list shall be organized into the following categories: Designated Biobased products, Non-designated Biobased products, and all other "Green" products (e.g. recycled content products, energy- and water-efficient products, products using renewable energy, and alternatives to hazardous or toxic chemicals). The Contractor shall list volume to be used and total cost for each individual product in each category. This information will be used for reporting purposes and to determine the reasonableness of cost.

Once USDA designates a biobased item that is part of the existing contract, the Contractor may utilize the remainder of the biobased products that was originally purchased to carry out the requirements of the contract. Once the product has been completely consumed, the Contractor shall replace that product with a product that meets the requirements and specifications of the designated Item. The Contracting Officer shall inform the Contractor when an item has been designated. Additionally, the Contractor will provide supporting documentation if there is an upward cost impact so that contract pricing can be adjusted accordingly. Likewise, the contract will be adjusted downward if so warranted. To the greatest extent feasible, the Contractor shall also use biobased products.

A. Operations Plan. The Plan must be reviewed and updated annually, and as required by the Contracting Officer. The Plan must contain and define the following elements and be submitted with their quote.

1. The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices;

2. Proposed biobased cleaning-products that must be selected in accordance with the criteria included in this Solicitation. At a minimum, the Plan must identify products by brand name for each of the above product types;

NOTE: Contractors may propose more than one product within a designated item and/or propose a product or products addressing more than one designated item

3. If for some reason the product is found later to be ineffective, or the Contractor would otherwise like to propose an alternative product, either the Contractor or Contracting Officer may propose for consideration an "equal" product. The Contracting Officer is the final decision-maker for such substitutions and must approve each in writing;

4. Product Use and Cleaning Guides which define standard operating procedures for instructing staff in the following areas: the proper use, storage, and disposal of cleaning products; proper cleaning procedures; proper operation of equipment; and other procedures/instructions to accomplish work under this contract; and

5. The Contractor shall define proper procedures for the storage of hazardous materials in conformance with good housekeeping practices, the National Fire Prevention Association (NFPA) Code, and applicable

Federal and municipal regulations. The Plan also must define proper procedures for the identification and disposal of hazardous wastes in accordance with Federal RCRA regulations prior to use with personnel.

6. The Contractor shall provide data on the quantity and dollar value of biobased products used in the contract. This shall be reported in accordance with FAR 52.223-2.

B. Affirmative Procurement Program The Contractor must implement the requirements of the agency's comprehensive Affirmative Procurement Program for the purchasing of biobased products to the maximum extent possible. The Contractor shall detail how it intends to keep abreast of the development and increasing availability of biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.

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

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

(1) The product cannot be acquired-

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

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

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

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

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-

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

Certification

For certification reference clause FAR 52.223-1, Biobased Products Certification, located in this solicitation.

Attachment 3

Chemical Products

A. CHEMICAL PRODUCTS

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA); Food, Conservation, and Energy Act of 2008; Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management;," EO 13514, "Federal Leadership in Environmental, Energy, and Economic Performance;" and the Federal Acquisition Regulation to provide biobased products. All custodial cleaning products required in the performance of this SOW shall be biobased and meet as a minimum, Green Seal Product Standards (<http://www.greenseal.org>). Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content standards as listed below:

Adhesive and Mastic Removers (BP)	58%	-	Minimum Biobased Content
Graffiti and Grease Removers (BP)	34%	-	Minimum Biobased Content
Sorbents (BP)	89%	-	Minimum Biobased Content
Carpet and Upholstery Cleaners –	54%	-	Minimum Biobased Content
General Purpose (BP)			
Carpet and Upholstery Cleaners –	7%	-	Minimum Biobased Content
Spot Removers (BP)			
Glass Cleaners (BP)	49%	-	Minimum Biobased Content
Bathroom Cleaners (BP)	74%	-	Minimum Biobased Content
Floor Strippers (BP)	78%	-	Minimum Biobased Content
Dust Suppressants (BP)	85%	-	Minimum Biobased Content

The Contractor shall provide a list of all chemical products proposed for use under this contract to the COR for review and approval. If it is determined that a product does not meet Government performance requirements, the Contractor shall submit a proposed alternative that would meet the performance requirements with the lowest environmental impact for evaluation and acceptance. Any products currently in use that do not meet minimum biobased standards shall be replaced once the current supply is exhausted. The Contractor shall not use any materials, chemicals, or compounds which the COR determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied or, as might be the case for such items as paper or soap products, unsatisfactory for use by occupants.

The Contractor shall maintain the smallest possible inventory of chemical products as necessary to meet immediate needs. All chemical containers will have the appropriate label, tag or marking prominently displayed that indicates the identity, safety and health hazards. The label used to identify the product must be identical to the product name on the material safety data sheets (MSDS).

Portable containers which contain a small amount of chemical need not be labeled if they are used immediately during that shift, but must be under the strict control of the contractor employee using the product.

At the start of the contract, the Contractor shall provide the Contracting Officer of an inventory of all cleaning products and chemicals to be used and stored on the premises. The inventory shall include the following information:

Name of the manufacturer

Brand name

Intended use

Chemical Trade Name

Quantities stored on-site and location of storage

area Copies of the product MSDS.

The inventory shall be updated whenever products are added or removed from use.

B. NON-CHEMICAL PRODUCTS

All non-chemical products proposed for use under this contract must conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (CPG) (<http://www.epa.gov/cpg>) for recovered (recycled) content, if the products are CPG-designated items. Requirements for bathroom tissue, paper towels, and trash bags are explicitly stated below:

1. Bathroom tissue -The bathroom tissue must contain at least 20-100% recovered fiber, including at least 20- 60% post-consumer fiber.
2. Paper Towels -The paper towels must contain at least 40-100% recovered fiber, including at least 40-60% post-consumer fiber.
3. Plastic trash bags -The plastic trash bags must contain at least 10-100% post-consumer content.

For non-chemical products that are not CPG-designated, it is desirable for those products to meet the desired objective (e.g., ability to clean effectively) and contain the highest-possible amounts (by percentage) of recovered material(s) and post-'consumer content, unless specific content requirements are set by the Forest Service. Additional information on recycled content products is available at the California Integrated Waste Management Board's Recycled-Content Product Directory webpage (<http://www.ciwmb.ca.gov/rcp/>).

Green Cleaning and Maintenance Policy

Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and worker health and reduce the impact on our human health and our environment. Unlike a traditional cleaning program, a green janitorial program takes a holistic approach to facility cleaning. It goes beyond simple appearances to focus on health and the environmental impacts. Green Cleaning incorporates stewardship, communication, selection of cleaning chemicals, janitorial equipment, paper, supplies, and procedures and methods in which the cleaning is accomplished.

The Contractor shall take every precaution to ensure that if available only safe and environmentally preferable products are used. Preference shall be given to cleaning products that are biopreferred or biobased, then to products meeting the criteria under Green Seal's Standard GS-37 for Commercial and Institutional Cleaners, RCRA Section 6002, Comprehensive Procurement Guidelines (CBG) and Executive Order 13101.

Preference shall also be given to concentrate cleaning chemicals that use ecologically sound packaging, are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, bio-based and fully biodegradable. In addition, floor finishes and floor maintenance products that are free of heavy metals, such as zinc are preferred.

The intent of this Green Cleaning and Maintenance Policy is to improve the health and well-being of building occupants and maintenance personnel by reducing their exposure to potentially hazardous chemical, biological, and particulate contaminants that are common with standard cleaning products and practices. The Contractor shall adhere to all guidelines listed below.

Sustainable Cleaning Products and Materials:

Sustainable purchasing methods shall be implemented for all cleaning materials and products, disposable janitorial paper products, and trash bags used in the certified building. A log shall be kept of all cleaning products and materials to document that they meet the following requirements;

(see www.greenseal.org, www.environmentalchoice.com, and www.ecologo.com for descriptions of green cleaning standards):

General cleaning products:

- general-purpose, bathroom, glass, and carpet cleaners : Green Seal GS-37
- cleaning and degreasing compounds: Environmental Choice CCD-110
- hard-surface cleaners: Environmental Choice CCD-146
- carpet and upholstery care: Environmental Choice CCD-148

Disinfectants, metal polish, floor finishes, and strippers:

- floor care products: Green Seal GS-40
- digestion additives for cleaning and odor control: Environmental Choice CCD-112
- drain or grease traps additives: Environmental Choice CCD-113
- odor control additives: Environmental Choice CCD-115
- hard floor care: Environmental Choice CCD-147
- disinfectants, metal polish, floor finishes, and strippers not to exceed maximum allowable voc levels

Disposable janitorial paper products and trash bags:

- Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
- paper towels and napkins: Green Seal GS-09
- janitorial paper products to be derived from rapidly renewable resources or made from tree-free fibers

Hand soaps:

- no anti-microbial agents (other than as a preservative) except where required by health codes and other regulations
- industrial and institutional hand cleaners: Green Seal GS-41
- hand cleaners and hand soaps: Environmental Choice CCD

Standard Operating Procedures:

It shall be standard operating policy for the janitorial company to encourage all employees and staff to become familiar with the approved cleaning products and procedures, whether or not all staff will be involved in the cleaning of the certified building. A log shall be kept of all cleaning products and materials, indicating the date of purchase and quantity purchased, and including manufacturer's instructions for use and documentation that the product's sustainable features meet the requirements set forth in the "Sustainable Cleaning Products and Materials" section of this policy.

All employees that will be involved in the cleaning and maintenance of the certified building shall be thoroughly trained in the hazards, use, maintenance, disposal, and recycling of cleaning chemicals, dispensing equipment, and packaging for all cleaning products, materials, and equipment used in the building. If a new item is introduced to the cleaning palette at any point, it shall be added to the log and a training seminar shall be held for all staff that may potentially use the product. All required and recommended manufacturer's instructions shall be discussed in these seminars and shall be followed at all times. It shall be standard policy that all product packaging be recycled whenever possible.

Hand Hygiene Strategies:

Each restroom in the certified building is equipped with easily accessible soap dispensers to encourage the regular washing of hands. Building tenants will be encouraged to incorporate a standard for washing hands and/or using waterless hand sanitizer to avoid the spread of germs.

Handling and Storage of Cleaning Products and Materials:

All cleaning supplies and products shall be stored in designated areas (i.e., janitor's closets) only. At no time should the janitorial company leave any product unattended in any other location in the building. Should a product require mixing or preparation prior to its use, such preparation shall occur in a designated area only, and the product shall be ready for use before being moved out of such area. Cleaning and maintenance staff shall be familiar with the manufacturer's handling and storage requirements, and shall follow them at all times. Should a product be spilled or mishandled at any point, manufacturer's recommended instructions shall be strictly followed during cleanup and removal, and all traces of the product shall be thoroughly removed from the location where the incident occurred. Such situations shall be documented in the log, including documentation of the cleanup procedure.

Building-Specific Staff Training:

Cleaning and maintenance staff shall be familiar with the requirements and limitations of all surfaces and building finishes that they will be cleaning in the certified building, so as not to damage the building in any way. All required and recommended manufacturer's cleaning instructions for building finishes shall be adhered to at all times. Packaging shall be properly disposed of, recycled when possible, and placed directly in the exterior trash/recycling area rather than left in the building for tenants to deal with. All chemicals shall be properly disposed of, recycled when possible, following the strictest environmental and manufacturers' requirements.

Feedback and Evaluation Procedures:

It is recommended that the janitorial company perform an annual "building appearance audit" in accordance with APPA Leadership in Educational Facilities' "Custodial Staffing Guidelines" to determine the appearance level of the facility. Any feedback on the cleaning quality given by building occupants shall be taken into consideration, and adjustments shall be made to improve the quality of cleanliness whenever necessary. The building owner's representative shall make an annual evaluation of the cleaning program's effectiveness, and bring any problem areas to the attention of the janitorial company's representative.

Note: This ID Credit Green Cleaning and Maintenance Policy was influenced by LEEDEBOM IEQp3, IEQc3.1, IEQc3.2, IEQc3.3, and IEQc3.4, dated November 2008.

Attachment 5

Contractor Performance Plan (Operations and Quality Control Plan)

Contractor Performance Plan (Operations and Quality Control Plan)

Complete Contractor Performance Plan shall be submitted by the quoter with proposal and updated at least annually.

Because this is a Performance Based contract where the Contractor -not the Government - determines the approach to the work, a Contractor-prepared Performance Plan is required. The plan outlines the Contractor's approach for meeting the performance standards set forth in the contract, and ensuring continuity of services without interruptions for the term of the contract. Since the Government does not describe how and when tasks should be done (except under special circumstances) we need to understand the service approaches that Contractors are employing in our buildings. Full understanding of contract requirements and approaches for meeting those requirements is critical for both parties in order to create a successful contract arrangement. Furthermore, Forest Service's understanding of Contractor's approach helps us to communicate to others cleaning schedules and other items, which may affect them.

The Contractor shall institute a complete performance plan to ensure that the products required by this contract are supplied or used, as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the Contracting Officer. As a minimum, the program shall include:

A. An inspection system covering all the services required with a comprehensive checklist to be used to inspect contract performance during scheduled and unscheduled inspections, and the name(s) of the individuals who will be performing the inspections.

B. A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of services provided before the level of performance becomes unacceptable and/or Government inspectors point out the deficiencies.

C. A file of all inspections conducted by the Contractor and corrective actions taken. This should include follow-up inspections to ensure that corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to the Contracting Officer during the term of the contract.

The Performance Plan is comprised of 1) an Operations Plan and 2) a Quality Control Plan (QCP). Together, these sub plans create the Performance Plan –Contractors approach to meeting contract requirements.

A. The Operations Plan shall, as a minimum:

1. Provide the methods, steps, and schedules (Such as daily, weekly, monthly and periodic) the Contractor will take to ensure they are meeting the performance standards and responsibilities under this contract.

2. Clearly identify the roles and responsibilities of all personnel assigned to the contract.

B. The Quality Control Plan (QCP), shall:

1. Contain procedures to ensure that unsatisfactory performance is not repeated and will be addressed and corrected.
2. Place an emphasis on deficiency prevention over deficiency detection.
3. Provide a structured process to correct deficiencies before the performance becomes unacceptable.

C. The Quality Control Plan (QCP) shall include the following as a minimum:

1. How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning and bio-based compliance will be accomplished.
2. An inspection plan tailored to the specific building(s) being cleaned under this contract. The inspection plan will detail how services at the work site will be inspected to ensure that the outcome of the work meets all the quality standards listed in the Statement of Work.
3. An ongoing employee training plan to ensure the Contractor's employees are capable of accomplishing all work tasks under this contract at the quality standards listed in the Statement of Work.
4. A monitoring plan to identify deficiencies of work output in relation to the performance standards in this contract, methods of informing employees of deficiencies in their area of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
5. A response plan for monitoring of, and correcting customer complaints in a timely manner. The elements of the plan should include a method of recording customer complaints and the corrective action taken must be kept on file at the site and available for review by the Contracting Officer or his/her representative, at any time. In addition, the plan should include a timely process for forwarding of customer complaints that are not the responsibility of the Contractor, to the Contracting Officer or their designated representative.

The Performance Plan must be kept current at all times. The plan must reflect all contract modifications, changes to the building(s), and physical updates to reflect those changes. A copy of the revised plan shall be provided to the Contracting Officer within 10 days of the changes.

The Contractor shall review the Performance Plan with the Contracting Officer and the Contractor's employees once annually so parties have agreement and understanding of what performance is expected under this contract.

The Contractor shall provide two copies of the most current Performance Plan and updates to the Contracting Officer. The Contractor must keep a copy on file at the work site location at all times.

The Contractor may use the questions identified in Table 1 to assist in developing the Performance Plan.

Table 1

1. Describe in as much detail as necessary how the work will be performed (methods, steps, and schedules) and managed under this contract in order to meet the
2. What method will be used to ensure adequate staffing levels to meet contract
3. What is your organizational structure that details key contacts, positions, cell or phone numbers, and chain of command for resolving issues?
4. What is your plan for handling emergencies, spills, etc. when staff is not normally in the buildings?
5. What method of inspection will you be using? (1) 100 % inspection of the tasks performed by the employees (1) Random sampling method of inspection (2) Periodic inspections based on frequency (3) Customer complaints
6. What method do you have in place to correct deficiencies?
7. How will you handle customer complaints?
8. What method do you have in place to ensure compliance with training requirements and maintain a sufficient quality work force to meet contract
9. What is your method of communication to ensure effective communication, inform employees of deficiencies, changes, and emergencies?
10. Who are the supervisory level people identified to review the employee work and Performance to meet the standards?
11. What is your proactive plan to identify, correct, and prevent deficiencies before the work becomes unaccepttable?
12. How will you achieve high customer satisfaction throughout the life of the contract?
13. Describe and provide samples of your quality control forms, periodical charts, inspection forms, employee communication forms, or any other forms used to manage the contract and meet the standards.
14. What is your detailed safety plan?
15. What is your method in place for periodically reviewing their quality control plan, making adjustments, and forwarding those updated changes to the Contracting Officer.
16. How will you monitor green cleaning compliance in this contract?
17. How will you monitor to make sure you provide as many biobased supply items on this contract?

NOTE: Writing and monitoring the Performance Plan is the responsibility of the Contractor. The Government will review the plan and related documents, but neither approves nor disapproves the plan. The Government's interest in the plan is to ensure that the outcome/results of the work being accomplished meets all requirements in this contract.

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

As prescribed in 409.471, insert the following provision:

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

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

(b) The Offeror represents that –

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

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

52.204-9 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.

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 9:00a.m. to 3:00p.m., Monday - Thursday at 811 Constitution Ave, Bedford, IN 47421. 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).

52.212-1 Instructions to Offerors—Commercial Items. (Apr 2014)

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

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

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

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

52.212-3 Offeror Representations and Certifications—Commercial Items. (May 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 SAM website.

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

[Offeror to identify the applicable paragraphs at (c) through (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 SAM.]

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

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

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

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

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, 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 SAM 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ___ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o 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 of 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.

52.212-4 Contract Terms and Conditions—Commercial Items. (May 2014)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is

applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

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

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial

registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations

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

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

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

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

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

52.212-4 Contract Terms and Conditions—Commercial Items. (May 2014)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5](#)(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

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

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations

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

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

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

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

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (July 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)"(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[Contracting Officer check as appropriate.]

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

— (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#))).

— (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).
(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

— (5) [Reserved].

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

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

XX (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).

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

— (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]

— (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 (May 2014) ([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. 657 f](#)).

— (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\(m\)](#)).

XX (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\(m\)](#)).

XX (28) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

XX (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

— (30) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

XX (31) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

XX (32) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).

XX (33) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

XX (34) [52.222-37](#), Employment Reports on Veterans (JUL 2014) (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)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-13](#).

— (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-14](#).

— (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

— (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

— (ii) Alternate I (Jun 2014) of [52.223-16](#).

XX (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

XX (43) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

— (44)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (May 2014) of [52.225-3](#).

— (iii) Alternate II (May 2014) of [52.225-3](#).

— (iv) Alternate III (May 2014) of [52.225-3](#).

— (45) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

— (46) [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).

— (47) [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](#)).

— (48) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (49) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (50) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— (51) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

XX (52) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (53) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (54) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

— (55) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (56)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

XX (1) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

— (7) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O.13495).

— (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

— (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) ([41 U.S.C. 3509](#)).
 - (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) 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 (Jul 2014) ([38 U.S.C. 4212](#)).
 - (vi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (vii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#)).
 - (viii) [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](#).
 - (ix) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (x) [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\(g\)](#)).
- (xi) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xiii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).
 - (xiv) [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).
 - (xv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.204-99 -- System for Award Management Registration (DEVIATION) (August 2012) (DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

- (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

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

(1) A contractor may obtain a DUNS number-

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible 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.

(g)

(1)

(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 Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with 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 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (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.

(2) 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 FAR 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.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

EXPERIENCE QUESTIONNAIRE

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

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

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

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

6. List all of your firms' current contract commitments

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

7a. Have you ever failed to complete any work awarded to you? yes no

7b. Has work ever been completed by performance bond? yes no

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

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

- a. Minimum No. of employees: _____ and Maximum No. of employees: _____
- b. Are employees regularly on your payroll? _____yes _____no
- c. Specify equipment available for this contract: _____

- d. Estimate rate of progress (exp. 100 feet, 1/8 mile a day, etc...):
 Minimum progress rate: _____ Maximum progress rate: _____

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

NAME	PRESENT POSITION	YRS EXP.	TYPE OF WORK

10. REMARKS

TIN# _____ Duns# _____

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

Signature

Print or Typed Name

Title

Date

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2183
Revision No.: 14
Date Of Revision: 07/25/2014

States: Illinois, Indiana

Area: Illinois Counties of Edwards, Gallatin, Hardin, Lawrence, Richland,
Wabash, White
Indiana Counties of Brown, Crawford, Daviess, Dubois, Gibson, Greene, Jackson,
Knox, Lawrence, Martin, Monroe, Orange, Owen, Pike, Washington

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		16.76
01020 - Administrative Assistant		18.38
01040 - Court Reporter		15.01
01051 - Data Entry Operator I		11.52
01052 - Data Entry Operator II		12.90
01060 - Dispatcher, Motor Vehicle		15.01
01070 - Document Preparation Clerk		13.36
01090 - Duplicating Machine Operator		13.36
01111 - General Clerk I		11.65
01112 - General Clerk II		12.71
01113 - General Clerk III		14.27
01120 - Housing Referral Assistant		17.08
01141 - Messenger Courier		11.29
01191 - Order Clerk I		11.82
01192 - Order Clerk II		14.54
01261 - Personnel Assistant (Employment) I		13.59
01262 - Personnel Assistant (Employment) II		15.21
01263 - Personnel Assistant (Employment) III		18.65
01270 - Production Control Clerk		18.58
01280 - Receptionist		12.21
01290 - Rental Clerk		13.37
01300 - Scheduler, Maintenance		13.37
01311 - Secretary I		13.37
01312 - Secretary II		14.69
01313 - Secretary III		17.08
01320 - Service Order Dispatcher		13.50
01410 - Supply Technician		19.27
01420 - Survey Worker		14.69
01531 - Travel Clerk I		12.60
01532 - Travel Clerk II		13.44
01533 - Travel Clerk III		14.25
01611 - Word Processor I		12.21
01612 - Word Processor II		13.37
01613 - Word Processor III		15.33
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.21
05010 - Automotive Electrician		17.67
05040 - Automotive Glass Installer		16.52
05070 - Automotive Worker		16.52
05110 - Mobile Equipment Servicer		14.71
05130 - Motor Equipment Metal Mechanic		18.35
05160 - Motor Equipment Metal Worker		16.52
05190 - Motor Vehicle Mechanic		18.35
05220 - Motor Vehicle Mechanic Helper		13.82
05250 - Motor Vehicle Upholstery Worker		15.91
05280 - Motor Vehicle Wrecker		16.52
05310 - Painter, Automotive		17.41
05340 - Radiator Repair Specialist		16.52
05370 - Tire Repairer		12.92
05400 - Transmission Repair Specialist		18.35
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.81

07041 - Cook I	12.15
07042 - Cook II	13.81
07070 - Dishwasher	8.88
07130 - Food Service Worker	8.88
07210 - Meat Cutter	14.66
07260 - Waiter/Waitress	9.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.64
09040 - Furniture Handler	14.99
09080 - Furniture Refinisher	19.64
09090 - Furniture Refinisher Helper	17.91
09110 - Furniture Repairer, Minor	18.81
09130 - Upholsterer	19.64
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	11.59
11090 - Gardener	14.93
11122 - Housekeeping Aide	10.85
11150 - Janitor	11.59
11210 - Laborer, Grounds Maintenance	12.06
11240 - Maid or Houseman	9.80
11260 - Pruner	12.13
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.06
11360 - Window Cleaner	11.84
12000 - Health Occupations	
12010 - Ambulance Driver	14.81
12011 - Breath Alcohol Technician	14.81
12012 - Certified Occupational Therapist Assistant	20.32
12015 - Certified Physical Therapist Assistant	22.24
12020 - Dental Assistant	17.13
12025 - Dental Hygienist	33.44
12030 - EKG Technician	22.34
12035 - Electroneurodiagnostic Technologist	22.34
12040 - Emergency Medical Technician	14.81
12071 - Licensed Practical Nurse I	13.24
12072 - Licensed Practical Nurse II	14.81
12073 - Licensed Practical Nurse III	16.52
12100 - Medical Assistant	12.92
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	13.41
12190 - Medical Record Technician	14.99
12195 - Medical Transcriptionist	15.85
12210 - Nuclear Medicine Technologist	34.05
12221 - Nursing Assistant I	10.85
12222 - Nursing Assistant II	12.20
12223 - Nursing Assistant III	13.31
12224 - Nursing Assistant IV	14.94
12235 - Optical Dispenser	14.15
12236 - Optical Technician	13.24
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	14.93
12305 - Radiologic Technologist	22.95
12311 - Registered Nurse I	20.93
12312 - Registered Nurse II	25.60
12313 - Registered Nurse II, Specialist	25.60
12314 - Registered Nurse III	30.97
12315 - Registered Nurse III, Anesthetist	30.97
12316 - Registered Nurse IV	37.11
12317 - Scheduler (Drug and Alcohol Testing)	18.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.83
13012 - Exhibits Specialist II	20.32
13013 - Exhibits Specialist III	25.49
13041 - Illustrator I	16.79
13042 - Illustrator II	20.32
13043 - Illustrator III	25.49
13047 - Librarian	18.19
13050 - Library Aide/Clerk	13.09
13054 - Library Information Technology Systems Administrator	20.32
13058 - Library Technician	13.18
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.43
13063 - Media Specialist III	18.32
13071 - Photographer I	16.97
13072 - Photographer II	19.00

13073	- Photographer III	22.94
13074	- Photographer IV	28.77
13075	- Photographer V	34.82
13110	- Video Teleconference Technician	16.49
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.84
14042	- Computer Operator II	15.93
14043	- Computer Operator III	18.89
14044	- Computer Operator IV	20.68
14045	- Computer Operator V	22.92
14071	- Computer Programmer I	16.10
14072	- Computer Programmer II	19.94
14073	- Computer Programmer III	24.40
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	26.02
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	13.84
14160	- Personal Computer Support Technician	20.68
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	26.02
15020	- Aircrew Training Devices Instructor (Rated)	30.38
15030	- Air Crew Training Devices Instructor (Pilot)	34.70
15050	- Computer Based Training Specialist / Instructor	26.02
15060	- Educational Technologist	26.11
15070	- Flight Instructor (Pilot)	34.70
15080	- Graphic Artist	18.75
15090	- Technical Instructor	18.78
15095	- Technical Instructor/Course Developer	23.75
15110	- Test Proctor	15.70
15120	- Tutor	15.70
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.88
16030	- Counter Attendant	8.88
16040	- Dry Cleaner	11.27
16070	- Finisher, Flatwork, Machine	8.88
16090	- Presser, Hand	8.88
16110	- Presser, Machine, Drycleaning	8.88
16130	- Presser, Machine, Shirts	8.88
16160	- Presser, Machine, Wearing Apparel, Laundry	8.88
16190	- Sewing Machine Operator	12.06
16220	- Tailor	12.83
16250	- Washer, Machine	9.67
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	19.64
19040	- Tool And Die Maker	23.99
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	17.61
21030	- Material Coordinator	18.58
21040	- Material Expediter	18.58
21050	- Material Handling Laborer	11.87
21071	- Order Filler	12.57
21080	- Production Line Worker (Food Processing)	17.61
21110	- Shipping Packer	12.84
21130	- Shipping/Receiving Clerk	12.84
21140	- Store Worker I	12.53
21150	- Stock Clerk	16.41
21210	- Tools And Parts Attendant	17.61
21410	- Warehouse Specialist	17.61
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	21.80
23021	- Aircraft Mechanic I	20.76
23022	- Aircraft Mechanic II	21.80
23023	- Aircraft Mechanic III	22.87
23040	- Aircraft Mechanic Helper	15.19
23050	- Aircraft, Painter	19.66
23060	- Aircraft Servicer	17.40
23080	- Aircraft Worker	18.54
23110	- Appliance Mechanic	18.64
23120	- Bicycle Repairer	14.21
23125	- Cable Splicer	21.79
23130	- Carpenter, Maintenance	19.56
23140	- Carpet Layer	18.53
23160	- Electrician, Maintenance	23.68
23181	- Electronics Technician Maintenance I	18.53
23182	- Electronics Technician Maintenance II	19.64
23183	- Electronics Technician Maintenance III	20.76

23260 - Fabric Worker	17.41
23290 - Fire Alarm System Mechanic	20.76
23310 - Fire Extinguisher Repairer	16.29
23311 - Fuel Distribution System Mechanic	24.15
23312 - Fuel Distribution System Operator	18.93
23370 - General Maintenance Worker	16.62
23380 - Ground Support Equipment Mechanic	20.76
23381 - Ground Support Equipment Servicer	17.40
23382 - Ground Support Equipment Worker	18.54
23391 - Gunsmith I	16.29
23392 - Gunsmith II	18.53
23393 - Gunsmith III	20.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.69
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.80
23430 - Heavy Equipment Mechanic	20.76
23440 - Heavy Equipment Operator	23.13
23460 - Instrument Mechanic	20.76
23465 - Laboratory/Shelter Mechanic	19.64
23470 - Laborer	11.18
23510 - Locksmith	19.64
23530 - Machinery Maintenance Mechanic	20.76
23550 - Machinist, Maintenance	18.23
23580 - Maintenance Trades Helper	13.91
23591 - Metrology Technician I	20.76
23592 - Metrology Technician II	21.80
23593 - Metrology Technician III	22.87
23640 - Millwright	20.76
23710 - Office Appliance Repairer	20.86
23760 - Painter, Maintenance	17.41
23790 - Pipefitter, Maintenance	25.53
23810 - Plumber, Maintenance	24.22
23820 - Pneudraulic Systems Mechanic	20.76
23850 - Rigger	20.76
23870 - Scale Mechanic	18.53
23890 - Sheet-Metal Worker, Maintenance	22.06
23910 - Small Engine Mechanic	18.53
23931 - Telecommunications Mechanic I	22.86
23932 - Telecommunications Mechanic II	24.00
23950 - Telephone Lineman	20.76
23960 - Welder, Combination, Maintenance	20.76
23965 - Well Driller	20.76
23970 - Woodcraft Worker	20.76
23980 - Woodworker	16.29
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.81
24580 - Child Care Center Clerk	12.22
24610 - Chore Aide	11.89
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	13.59
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.76
25040 - Sewage Plant Operator	19.64
25070 - Stationary Engineer	20.76
25190 - Ventilation Equipment Tender	15.20
25210 - Water Treatment Plant Operator	19.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.31
27007 - Baggage Inspector	10.53
27008 - Corrections Officer	15.09
27010 - Court Security Officer	16.60
27030 - Detection Dog Handler	13.80
27040 - Detention Officer	15.09
27070 - Firefighter	17.29
27101 - Guard I	10.53
27102 - Guard II	13.28
27131 - Police Officer I	18.75
27132 - Police Officer II	20.81
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.20
28042 - Carnival Equipment Repairer	13.20
28043 - Carnival Equpment Worker	9.93
28210 - Gate Attendant/Gate Tender	14.21
28310 - Lifeguard	11.51
28350 - Park Attendant (Aide)	15.90

28510	- Recreation Aide/Health Facility Attendant	11.99
28515	- Recreation Specialist	19.69
28630	- Sports Official	12.66
28690	- Swimming Pool Operator	18.83
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	18.53
29020	- Hatch Tender	18.53
29030	- Line Handler	18.53
29041	- Stevedore I	17.41
29042	- Stevedore II	19.64
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	13.75
30022	- Archeological Technician II	15.39
30023	- Archeological Technician III	18.58
30030	- Cartographic Technician	18.58
30040	- Civil Engineering Technician	22.35
30061	- Drafter/CAD Operator I	13.75
30062	- Drafter/CAD Operator II	15.39
30063	- Drafter/CAD Operator III	17.08
30064	- Drafter/CAD Operator IV	19.44
30081	- Engineering Technician I	14.62
30082	- Engineering Technician II	14.94
30083	- Engineering Technician III	16.68
30084	- Engineering Technician IV	20.68
30085	- Engineering Technician V	25.29
30086	- Engineering Technician VI	30.60
30090	- Environmental Technician	17.56
30210	- Laboratory Technician	17.15
30240	- Mathematical Technician	17.56
30361	- Paralegal/Legal Assistant I	15.54
30362	- Paralegal/Legal Assistant II	21.27
30363	- Paralegal/Legal Assistant III	23.46
30364	- Paralegal/Legal Assistant IV	31.57
30390	- Photo-Optics Technician	18.99
30461	- Technical Writer I	17.56
30462	- Technical Writer II	21.48
30463	- Technical Writer III	25.54
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	17.08
Surface Programs		
30621	- Weather Observer, Senior (see 2)	17.56
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	11.92
31030	- Bus Driver	15.97
31043	- Driver Courier	12.68
31260	- Parking and Lot Attendant	9.92
31290	- Shuttle Bus Driver	13.59
31310	- Taxi Driver	12.06
31361	- Truckdriver, Light	13.59
31362	- Truckdriver, Medium	14.42
31363	- Truckdriver, Heavy	18.36
31364	- Truckdriver, Tractor-Trailer	18.36
99000	- Miscellaneous Occupations	
99030	- Cashier	8.18
99050	- Desk Clerk	8.17
99095	- Embalmer	22.74
99251	- Laboratory Animal Caretaker I	10.05
99252	- Laboratory Animal Caretaker II	10.55
99310	- Mortician	22.74
99410	- Pest Controller	18.58
99510	- Photofinishing Worker	11.95
99710	- Recycling Laborer	14.87
99711	- Recycling Specialist	17.40
99730	- Refuse Collector	13.61
99810	- Sales Clerk	10.77
99820	- School Crossing Guard	13.68
99830	- Survey Party Chief	19.13
99831	- Surveying Aide	11.54
99832	- Surveying Technician	15.70
99840	- Vending Machine Attendant	17.70

99841 - Vending Machine Repairer	21.57
99842 - Vending Machine Repairer Helper	17.70

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 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.