

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: _____ PAGE OF: 1 2
 2. CONTRACT NO.: _____ 3. AWARD/EFFECTIVE DATE: _____ 4. ORDER NUMBER: _____ 5. SOLICITATION NUMBER: AG-0356-S-15-0004 6. SOLICITATION ISSUE DATE: 11/14/2014

7. FOR SOLICITATION INFORMATION CALL: **SANDRA DUECK** b. TELEPHONE NUMBER (No collect calls): 406-287-3223 8. OFFER DUE DATE/LOCAL TIME: 01/05/2015 1000 MT

9. ISSUED BY: CODE 0378
 USDA FOREST SERVICE
 EAST SIDE ACQUISITION TEAM
 ATTN SANDRA DUECK
 1820 MEADOWLARK
 BUTTE MT 59701

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: 100.00 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561720
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$18.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS: _____ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING: _____ 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CODE 0363
 USDA FOREST SERVICE
 MADISON RANGER DISTRICT
 SHERIDAN WORK CENTER
 125 MILL STREET
 SHERIDAN MT 59749

16. ADMINISTERED BY: CODE 0378
 USDA FOREST SERVICE
 EAST SIDE ACQUISITION TEAM
 ATTN SANDRA DUECK
 1820 MEADOWLARK
 BUTTE MT 59701

17a. CONTRACTOR/OFFEROR: CODE _____ FACILITY CODE: _____ 18a. PAYMENT WILL BE MADE BY: CODE _____

TELEPHONE NO.: _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Sheridan Work Center Janitorial Delivery: 02/01/2015 Janitorial Service Period of Performance: 02/01/2015 to 01/31/2019 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	12	MO		

25. ACCOUNTING AND APPROPRIATION DATA: _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only): _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA: ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA: ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): _____

30b. NAME AND TITLE OF SIGNER (Type or print): _____ 30c. DATE SIGNED: _____ 31b. NAME OF CONTRACTING OFFICER (Type or print): _____ 31c. DATE SIGNED: _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

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

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

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

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Sheridan Work Center Janitorial
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SECTION B - Supplies or Services and Prices/Costs Schedule of Items

JANITORIAL SERVICES
 125 Mill Street
 Sheridan, Montana

SCHEDULE OF ITEMS

Item	Description	Estimated Quantity	Unit	Unit Price	Total
001	Janitorial Service Base Period February 1, 2015 to January 31, 2016	12	Months	\$	\$
002	Janitorial Service Option Period February 1, 2016 to January 31, 2017	12	Months	\$	\$
003	Janitorial Service Option Period February 1, 2017 to January 31, 2018	12	Months	\$	\$
004	Janitorial Service Option Period February 1, 2018 to January 31, 2019	12	Months	\$	\$
XXX	Total Base Period + All Option Periods	XX	XXX	XXXX	\$

Price quotation furnished by:

Name _____

Phone () _____

Address _____

FAX () _____

E-mail _____

DUNS # _____

Note 1 - The estimated quantities shown are for evaluation purposes only. Contractor will be paid for actual quantities.

Note 2 - Quotes are required on all items for each year. The quoter must quote on all items. Only quotes to the nearest cent will be accepted.

SECTION C - Description/Specifications/Statement of Work

SCOPE

The Contractor shall provide all management, tools, equipment, incidentals, and labor necessary to ensure that custodial services are performed at Government office located at the Sheridan Work Center, Sheridan, Montana, in a manner that will maintain a satisfactory condition and present a clean, neat and professional appearance.

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

PLACE OF PERFORMANCE

The Sheridan Work Center is located at 125 Mill Street, Sheridan, Montana. Services are to be provided in one building of approximately 1,200 square feet for the Sheridan Work Center, Madison Ranger District.

SITE VISIT

There is no scheduled site visit for this project. Quoters are encouraged and expected to visit the site on their own. For technical information on the Sheridan Work Center job, please contact Kevin Suzuki at 406-682-4253. For contracting information, please contact Sandra Dueck 406-287-3223 ext 101.

PERFORMANCE BASED SERVICE CONTRACT

This work is being solicited as a performance based, commercial item contract. Performance based means the Contractor is responsible for a quality end product. If an end product is not provided, an adjustment to the payment will be made. A commercial item contract streamlines the terms and conditions to resemble those already used in the everyday commercial marketplace.

QUALITY CONTROL

The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of this contract. The role of the Government is quality assurance to ensure contract standards are met.

Records of quality inspections shall be kept and made available to the Government throughout the performance period and for the period after contract completion until final settlement of any claims under this contract.

A description of the site specific quality control inspection plan shall be provided with the initial proposal. The plan shall include control procedures for security of Government-provided items such as keys, lock combinations; location of the inspection documents; corrective or preventive actions that will be taken to meet quality standards; and a customer comments feedback system.

BIOBASED

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

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR). The following is an example list of products that may be used in this contract for custodial services for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

All purpose cleaner Degreaser/cleaner

Heavy duty cleaner Deodorizer
Carpet shampoo Floor finish
Gum remover Floor finish restorer
Version 2 December 2007 2
Disinfectant sanitizer Floor sealer
Extraction fluid Furniture polish
Floor stripper Glass cleaner
Neutral cleaner (liquid) Grout sealer
Stain remover Stainless steel polish
Air freshener including dispenser Toilet bowl cleaner
Bathroom cleaner White board cleaner
Brass polish/cleaner Wood floor cleaner
Chrome polish/cleaner Laundry detergent
Liquid hand soap including dispenser Cream cleaner
Lime and scale remover (tub and tile cleaner) Solvent

Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content. The product categories list can be found at <http://www.biopreferred.gov/ProductCategories.aspx>.

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

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract known as the Biobased Plan.

Additionally, the awarded Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

The Biobased Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

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

Detail on how the Contractor 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.

Proposed biobased custodial products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data will be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

BUILDING SECURITY

The Contractor shall be responsible for safeguarding all Government property. At the end of each work period, all Government facilities, equipment, and materials shall be secured. The Contractor shall double check all doors at the end of each service visit. Fans in bathrooms, air conditioners, and other like conveniences shall be turned off. Lights and thermostats are electronically controlled and are to be left as set.

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

SAFETY

The Contractor will be responsible for conducting appropriate safety measures. No one under the age of 18 is allowed on the worksite due to safety reasons.

GOVERNMENT FURNISHED PROPERTY

- Keys, or locks necessary for access to areas requiring work under this contract
- Government provided dumpsters for trash and refuse disposal
- Plastic garbage bags
- Storage space for Contractor-furnished cleaning supplies and equipment
- Toilet paper and paper towels
- Light bulbs
- Antibacterial soap
- Air fresheners
- Utilities

CONTRACTOR FURNISHED ITEMS

-All supplies not listed above including cleaning supplies, regular commercial vacuums, shampoos to clean carpets, floor buffers/scrubbers and mops will be needed by the Contractor to complete the job. Contractor will need to change burned out interior light bulbs.

Note: The Contractor shall notify the Government when Government furnished supplies are within two weeks of depletion.

TECHNICAL SPECIFICATIONS

Janitorial Services for Sheridan Work Center shall be performed, per the following guidelines:

October 1st through September 30th – twice per week, between the hours of 5:00 p.m. to 6:30 a.m.

Twice per year services shall be performed when such cleaning is most beneficial. Each cleaning shall be separated by at least three months and a schedule shall be provided to the COR beforehand. *For example, twice per year services include, and is not an all-inclusive list: re-waxing and buffing floors, shampooing carpets and washing interior and exterior windows.

- 1) Floors:
 - a. All carpeted floors (including inside doormats) shall be vacuumed frequently enough to be kept free of dirt, paper and other debris.
 - b. Sweep and mop all uncarpeted floors and stairs so as to keep free of marks, dirt, mud and other debris.
 - c. *Uncarpeted floors shall be cleaned according to the manufacturer's specifications that may include strip, re-wax and buff a minimum of twice per year.
 - d. All carpets shall be spot cleaned between shampoos, as needed.
 - e. *All carpets shall be shampooed a minimum of twice per year. Stationary furniture shall *not* be moved to facilitate shampooing. Two day notice is required from Contractor.
 - f. All entryway rugs shall be shampooed as needed.
- 2) Walls & Doors:
 - a. All wall surfaces, door knobs, door handles, and light switch plates shall be kept clean and free of marks.
 - b. All baseboards and door frames shall be kept clean and free of marks
 - c. The window panes on each door shall be kept clean and free of streaks.
 - d. All exterior doors shall be kept clean and free of marks.
- 3) Dusting and Cobweb Removal:
 - a. All railing, counters, ledges, door sills, frames, wall clocks, and wall corners shall be kept clean, free of dust and cobwebs.
 - b. All front office book cases, desks, conference tables, front office nonfiling cabinets and filing cabinets shall be kept clean and free of dust. Items on these surfaces shall not be disturbed to facilitate cleaning.
- 4) Bathroom:
 - a. Bathroom floor shall be kept clean, free of marks, and disinfected.
 - b. The inside and outside of all toilet shall be kept clean and disinfected.
 - c. The sink shall be kept clean, disinfected, and free of rust, residue and water deposits.
 - d. The mirror shall be kept clean, dry, and free of streaks and residue.
 - e. All other fixtures, surfaces, walls shall be kept clean, disinfected, and free of water spots, marks and residue.
 - f. All supplies for the toilet paper, paper towel and soap dispensers shall be filled, or replaced, so as to maintain a continuous, inexhaustible supply. Air fresheners shall be replaced when the scent of the air freshener is no longer apparent.
- 5) Windows:
 - a. *Office window panes shall be washed, dried and have a clean, streak free appearance, minimum twice per year.
 - b. Entry way windows shall be washed, dried and have a clean, streak free appearance.
 - c. Window sills shall be kept clean and free of dust.
 - d. *Window blinds shall be cleaned a minimum twice per year.
- 6) Trash Disposal and Wastebasket Maintenance:
 - a. All trash cans shall be emptied into an outside receptacle anytime trash is present.
 - b. All trash can liners shall be kept free of paper, food, liquids, and unsightly materials.
 - c. *All trash cans shall be cleaned inside and out with a disinfectant, minimum twice per year.
- 7) Furniture:
 - a. All fabric type furniture shall be vacuumed frequently enough to be kept free of dust and other debris.
- 8) Periodic Additional Cleaning:

- a. From time to time, additional cleaning may be requested: for example, fire season may need seven times per week; or construction a one-time extra cleaning.
 - b. Price for additional cleaning services will be negotiated at time of service.
- 9) Other:
- a. *All light fixtures and panels shall be cleaned so as to be free of dust, dirt and debris a minimum twice per year.
 - b. Each light fixture light bulb shall be replaced after the bulb is no longer illuminating light.
 - c. *All vents, fans and air intakes shall be cleaned and vacuumed so as to be free of dust, dirt and debris a minimum twice per year.
 - d. All entries shall be swept and kept free of dirt, cobwebs and other debris.

SECTION D - Packaging and Marking

For this solicitation there are NO clauses in this section.

SECTION E - Inspection and Acceptance

52.246-1 Contractor Inspection Requirements. (APR 1984)

SECTION F - Deliveries or Performance

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from February 1st through January 31st for base period.

(End of Clause)

SECTION G - Contract Administration Data

452.215-73 Postaward Conference. (NOV 1996)

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

(End of Clause)

SECTION H - Special Contract Requirements

For this solicitation there are NO clauses in this section.

SECTION I - Contract Clauses

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

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

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

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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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

52.222-3 Convict Labor. (JUN 2003)

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

52.222-26 Equal Opportunity. (MAR 2007)

52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

52.222-41 Service Contract Labor Standards. (MAY 2014)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

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

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

Employee Class 11150- Janitor

Monetary Wage \$8.40 plus Fringe Benefits

(End of clause)

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

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

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

52.232-1 Payments. (APR 1984)

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

52.232-11 Extras. (APR 1984)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

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

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

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest after Award. (AUG 1996)

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

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

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

52.244-6 Subcontracts for Commercial Items. (JUL 2014)

52.245-1 Government Property. (APR 2012)

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

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

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

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

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

(e) Government property provided under this clause:

- Keys, or locks necessary for access to areas requiring work under this contract
- Government provided dumpsters for trash and refuse disposal
- Plastic garbage bags
- Storage space for Contractor-furnished cleaning supplies and equipment
- Toilet paper and paper towels
- Light bulbs
- Antibacterial soap
- Air fresheners
- Utilities

(End of clause)

52.245-9 Use and Charges (APR 2012)

52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984)

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

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

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

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)

452.237-75 Restrictions Against Disclosure. (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this

requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

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

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

(b) If the awardee fails to comply with these provisions, [insert agency name] may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

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

J1. Experience Questionnaire

J2. Wage Determination WD 96-0305 (Rev.-28) dated 08/05/2014; website: <http://www.wdol.gov/sca.aspx>

J3. Quality Assurance Surveillance and Biobased Plan. This is an example of information needed.

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

52.204-8 Annual Representations and Certifications. (MAY 2014)

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

(2) The small business size standard is 16.5 million

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[]

Title[]

Date[]

Change[]

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

(End of provision)

52.223-1 Biobased Product Certification. (MAY 2012)

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

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

Contract line item(s): All

- NAICS Code 561720

- Size Standard 16.5 million

(End of provision)

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

Quote Submittal:

Contractors wishing to submit a quote must include the following:

Solicitation/Contract/Order For Commercial Items (SF-1449); Completed and signed

Section B – Schedule of Items

Experience Questionnaire included in Section J

Annual Representations & Certifications included in Section K.

Quoter is required to submit a site specific quality control inspection plan and biobased plan.

Acknowledge Amendments per the instructions in Block 11 on the SF-30 (if applicable).

52.237-1 Site Visit. (APR 1984)

452.204-70 Inquiries. (FEB 1988)

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

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

(b) **The Offeror represents that –**

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

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

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

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

(End of provision)

SECTION M - Evaluation Factors for Award

52.212-2 Evaluation - Commercial Items. (JAN 1999)

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

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

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

(End of provision)