



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-13-0009** QUOTES ARE DUE **FEBRUARY 27, 2013 AT 4:30 P.M. LOCAL TIME**

OFFERS ARE SOLICITED FOR: **Dixie N.F. Supervisor's Service Maintenance Shop**

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

Offeror shall complete the following:

- Signed Standard Form (SF) 33
- Attachment B – Experience & Equipment Questionnaire
- Section B – Schedule of Items
- Section K – Completed
- Section M – As identified in M.2 technical responses only as identified in Section M.2

(Complete the System for Award Management (SAM) profile electronically in the website at www.SAM.gov)

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE OR FAX COVERSHEET.

Return to: **USFS - Region 4
Utah Acquisition Support Center
ATTN: Orlando Gomez
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-13-0009**

Please keep a copy of your quote for your records.

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE SAM (SYSTEM FOR AWARD MANAGEMENT) DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.204-99 SAM (SYSTEM FOR AWARD MANAGEMENT) FOR DETAILS ON HOW TO APPLY.

THIS SOLICITATION SHALL BE ISSUED THROUGH THE LOCAL WEB SITE ([HTTP://WWW.FS.USDA.GOV/GOTO/UASC/CONTRACTING](http://www.fs.usda.gov/goto/uasc/contracting)) NO PAPER SOLICITATIONS SHALL BE ISSUED. IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE LOCAL WEBSITE.

| | | | | |
|--|--|---|---|---------------------------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  | RATING | PAGE OF 2 48 PAGES |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER AG-84N8-S-13-0009 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED February 15, 2013 | 6. REQUISITION/PURCHASE NUMBER |
| 7. ISSUED BY UASC – F.S. Utah Acquisition Support Center | | CODE 84N8 | 8. ADDRESS OFFER TO (If other than Item 7) 2222 West 2300 South, Salt Lake City, UT 84119 | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and **3** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, deliver to the Acquisition Support Center located at 2222 West 2300 South, Salt Lake City, UT by 1:00 p.m. local time on February 27, 2013.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|---|---------------------------------|---|--|
| 10. FOR INFORMATION CALL:  | A. NAME Orlando Gomez | B. TELEPHONE NO. (NO COLLECT CALLS) Area Code/Number/Extension 801-975-3493 | C. E-MAIL ADDRESS ogomez@fs.fed.us |
|---|---------------------------------|---|--|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|--------------------|--------------------|--------------------|-----------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)  | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

| | | | |
|--|---|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) |
| 15B. TELEPHONE NO. (Include area code and extension) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE |
| | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | | |
|---|------------|---|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) () | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM (4 copies unless otherwise specified) | |
| 24. ADMINISTERED BY (If other than Item 7) | CODE | 25. PAYMENT WILL BE MADE BY | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) Orlando Gomez | | 27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i> | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (REV.9-97)

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

**Base Year
 March 7, 2013 through March 6, 2014**

| <i>Item Number</i> | <i>Item Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Amount</i> |
|--------------------|---|-----------------|-------------|-------------------|---------------|
| 01 | Janitorial Services per the attached specifications | 12 | Months | \$ _____ | \$ _____ |

**First Option Year
 March 7, 2014 through March 6, 2015**

| <i>Item Number</i> | <i>Item Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Amount</i> |
|--------------------|---|-----------------|-------------|-------------------|---------------|
| 01 | Janitorial Services per the attached specifications | 12 | Months | \$ _____ | \$ _____ |

**Second Option Year
 March 7, 2015 through March 6, 2016**

| <i>Item Number</i> | <i>Item Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Amount</i> |
|--------------------|---|-----------------|-------------|-------------------|---------------|
| 01 | Janitorial Services per the attached specifications | 12 | Months | \$ _____ | \$ _____ |

**Third Option Year
 March 7, 2016 through March 6, 2017**

| <i>Item Number</i> | <i>Item Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Amount</i> |
|--------------------|---|-----------------|-------------|-------------------|---------------|
| 01 | Janitorial Services per the attached specifications | 12 | Months | \$ _____ | \$ _____ |

**Fourth Option Year
 March 7, 2017 through March 6, 2018**

| <i>Item Number</i> | <i>Item Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Amount</i> |
|--------------------|---|-----------------|-------------|-------------------|---------------|
| 01 | Janitorial Services per the attached specifications | 12 | Months | \$ _____ | \$ _____ |

Offeror Business Name: _____

Title of Offeror: _____

Signature of Offeror: _____

Date: _____

Tax Identification Number: _____

Duns Number _____

SECTION C - Description/Specifications/Statement of Work

**PERFORMANCE WORK STATEMENT
Dixie National Forest Maintenance Shop
Janitorial Services Contract
February 15, 2013**

1.0 Introduction:

The Dixie National Forest has a requirement for Janitorial Services at the new Forest Service Maintenance Shop in Cedar City, Utah.

2. Scope of Contract

The purpose of this contract is to provide janitorial services at the (New) Forest Service Maintenance Shop, Cedar City, Utah, in strict compliance with the terms, specifications, conditions, and provisions contained herein. The Contractor shall furnish all labor, supplies (except Government-furnished property listed below), equipment, transportation, and supervision necessary to meet the requirements of this contract.

3. Descriptions and Locations

The janitorial work to be performed is for the Forest Service Maintenance Shop located at 1746 West Kittyhawk Drive, Cedar City, Utah. The new building is located at the north end of the fire center building lot.

The floor area consists of approximately 780 square feet, all on one floor. The floor is divided into three areas; one office, a conference room with side computer stations, and a bathroom with a shower. There is only one outside entrance into this work area. All areas (to be cleaned) are carpeted areas except the restroom, which is VCT or ceramic tile.

4. GOVERNMENT-FURNISHED PROPERTY (AGAR 452.245-70) (FEB 1988)

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 to the "Government-Furnished Property" FAR clause contained in this contract: Keys shall be signed out and returned upon completion of termination of the contract.

5. CONTRACTOR, PERSONNEL, SAFETY AND DAMAGES

(A) Contractor Employee Qualifications:

The Contractor shall employ his or her own personnel qualified to perform janitorial work. The following standards shall be met:

(1) Supervisor (if applicable)

- (a) The supervisor shall have, as a minimum, two years of recent experience supervising or directing janitorial services for a commercial office building.
- (b) The supervisor shall be able to read, write, and communicate in English.

(2) Other Contractor Employees:

The personnel employed by the contractor shall be capable employees, trained with sufficient experience to perform janitorial and related services as specified in this contract. All personnel shall receive close and continuing first line supervision by the Contractor.

(B) Safety

The Contractor shall be responsible for instructing company employees in appropriate safety measures. Caution should be used when placing or use of mops, brooms, or any equipment in traffic lanes or other locations. The Contractor shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing applications. Cloths, mops or brushes containing a residue to wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the buildings.

(C) Damage to Finishes and Appurtenances

Building finishes or appurtenances soiled or damaged due to the contractor's operations shall be cleaned, repaired, and replaced, or restored to a condition not less than existing immediately prior to the damage and without cost to the government. Damaged items should be reported to the contracting officer for determination.

(D) Frequency of Services and Hours of Work

Required service shall be performed (or otherwise stated by the Forest Service), between 6pm to 7am. Reference the Service & Frequency table on pages 36 & 37 of this packet of information.

(E) Building Security and Energy Conservation

Upon completing the scheduled work in each building, Contractor personnel shall ensure that all lights are off (unless otherwise instructed) and that all windows, entrance gates (front of building lot location), and entrance doors are locked upon leaving the building. The Contractor shall not disturb papers on desks or bulletin boards, open drawers or cabinets, or use telephones provided for Government use, except for emergency calls to the Contracting Officer, police, or fire departments. The government prohibits any internet/computer use.

6.0 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. The Contractor shall provide a site specific quality control plan two days prior to notice to proceed being issued.

Records of 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 inspection system shall include control procedures for any Government provided keys or lock combinations (key pad code), location of the documented inspections and corrective or preventive actions taken, and a customer complaint feedback system.

7.0 GOVERNMENT REMEDIES

If the Contractor does not perform in an acceptable manner and correct deficiencies (after being notified); then government may correct the deficiencies and charge the Contractor accordingly.

8.0 POINTS OF CONTACTS (POC): The POCs for this PWS are:

Contracting Officer's Representative (COR):

James Redhouse, Jr.
Civil Engineer
Dixie NF
1789 N. Wedgewood Lane
Cedar City, UT 84720
801-865-3759 (PH)
jredhouse@fs.fed.us

Contracting Officer (CO):

Orlando Gomez
Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119
801-975-3493
ogomez@fs.fed.us

SECTION D - Packaging and Marking

(There are no clauses for this section)

SECTION E - Inspection and Acceptance

E.1 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

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

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

(End of clause)

SECTION F - Deliveries or Performance

F.1 52.242-15 Stop-Work Order. (AUG 1989)

F.2 52.242-17 Government Delay of Work. (APR 1984)

F.3 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

F.4 452.211-75 Effective Period of the Contract. (FEB 1988)

The effective period of this contract is from May 15, 2012 through May 31, 2013, excluding possible option years.

(End of Clause)

SECTION G - Contract Administration Data

G.1. INVOICES SHALL BE SUBMITTED TO:

Orlando Gomez
Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119
801.975.3493 (phone)
801.975.3483 (fax)
ogomez@fs.fed.us

IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT

G.2. PAYMENT WILL BE MADE BY:

The National Finance Center
PO Box 60000
New Orleans, LA 70160-0001

G.3. FOREST SERVICE REPRESENTATIVES

Orlando Gomez shall serve as the Contracting Officer on this contract. He will have full warrant authority over all Contract issues. He may be reached at (801) 975-3493 or ogomez@fs.fed.us.

James Redhouse, Jr. shall serve as the Contracting Officer Representative on this contract. His delegated authority and responsibilities shall be defined on a delegation letter issued after contract award. His contact information is included below:

James Redhouse, Jr.
Civil Engineer
Dixie NF
1789 N. Wedgewood Lane
Cedar City, UT 84720
(435) 865-3759
jredhouse@fs.fed.us

G.4 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at a place and time to be determined between contractor and agency.

(End of Clause)

SECTION H - Special Contract Requirements

H.1 452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Manager**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

(End of Clause)

SECTION I - Contract Clauses

I.1 CONTRACT CLAUSES

52.202-1 Definitions. (JAN 2012)

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

52.204-7 Central Contractor Registration. (FEB 2012)

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

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

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

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

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) 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 validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number--

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

- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.

 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 a minimum of one business day's written notification of its intention to (A) change the name in the CCR 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. 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 (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 CCR 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 CCR 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 CCR database. Information provided to the Contractor's CCR 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) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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

52. 52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards.

As prescribed in [4.1403\(a\)](#), insert the following clause:

Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> .)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRs database at <http://www.fsr.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

52.215-14 Integrity of Unit Prices (OCT 2010)

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days of contract expiration**.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 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 and 6 months**.

(End of clause)

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

52.219-8 Utilization of Small Business Concerns. (JAN 2011)

52.219-9 Small Business Subcontracting Plan. (JAN 2011)

52.219-14 Limitations on Subcontracting. (NOV 2011)

52.219-16 Liquidated Damages -- Subcontracting Plan (JAN 1999)

52.219-28 Post-Award Small Business Program Rerepresentation (APR 2009)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)

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

52.222-26 Equal Opportunity. (MAR 2007)

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

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

52.222-37 Employment Reports on Veterans. (SEP 2010)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

2.222-41 Service Contract Act of 1965. (NOV 2007)

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

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

52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment. (SEP 2009)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.223-2 -- Affirmative Procurement of Biobased Products Under Service And Construction Contracts.

As prescribed in [23.406\(b\)](#), insert the following clause:

Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Jul 2012)

(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 the environmental point of contract identified in paragraph (d) of this clause, 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;

(2) Submit this report not later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: _____ [Contracting Officer shall insert full name, phone number, and email address. In addition, the Contracting Officer may include the agency Web site for reporting.]

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

52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.229-3 Federal, State, and Local Taxes. (APR 2003)

52.232-1 Payments. (APR 1984)

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

52.232-9 Limitation on Withholding of Payments. (APR 1984)

52.232-11 Extras. (APR 1984)

52.232-17 Interest. (OCT 2010)

52.232-18 Availability of Funds. (APR 1984)

52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30, 2012**. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond **September 30, 2012**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002) Alternate I (DEC 1991)

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)

52.242-13 Bankruptcy. (JUL 1995)

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

52.245-1 Government Property. (AUG 2010)

52.245-2 Government Property Installation Operation Services (AUG 2010)

(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, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed 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 include keys and entrance code to access buildings, dumpster for refuse and a dumpster for recycling materials.

52.245-9 Use and Charges (AUG 2010)

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 48 hours of noting the defect or nonconformance**. This notice shall state either -

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)

452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of N/A except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

(b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use **within 48 hours**. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

(End of Clause)

452.237-75 Restrictions Against Disclosure. (FEB 1988)

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

| <i>Attachment No.</i> | <i>Description</i> | <i>Pages</i> |
|------------------------------|---|---------------------|
| | Quality Assurance Surveillance Plan | 4 |
| A | Wage Determination – WD 2005-2531 (Rev. No. 12) | 10 |
| B | Experience and Equipment Questionnaire | 1 |
| C | Quality Assurance Checklist | 2 |
| D | Performance Requirements Summary | 3 |
| E | Floor Plan | 1 |

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

K.1 52.204-8 Annual Representations and Certifications. (FEB 2012)

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

(2) The small business size standard is **\$16.5**.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 the clause at 52.204-7, Central Contractor Registration.

(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, or 2010.

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

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

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II 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 Sanctioned Activities Relating to Iran--Representation and Certification. 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:

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

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

(End of Provision)

52.223-1 -- Biobased Product Certification.

As prescribed in [23.406\(a\)](#), insert the following provision:

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.

(End of provision)

K.3 452.219-70 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**

(End of provision)

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

L.1 INSTRUCTIONS TO OFFERORS

Technical Proposal – Biobased Products

In the technical proposal, the officer shall identify the biobased products to be purchased and used under this operations and maintenance contract. For each biobased product, the officer shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the officer shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The officer shall document prior experience in specifying, purchasing, using, and installing biobased products. The officer shall provide a list for all relevant contracts over the past two years involving the specification, purchase, and/or use of biobased products. The officer shall include a list of the biobased products specified, purchased, used, and installed.

L.2 52.204-6 Data Universal Numbering System (DUNS) Number. (APR 2008)

L.3 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, 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 proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision 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 --

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be

conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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.

(End of Provision)

Alternate I (Oct 1997). As prescribed in [15.209\(a\)\(1\)](#), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in [15.209\(a\)\(2\)](#), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The

Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

L.4 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Fixed Price Service** contract resulting from this solicitation.
(End of provision)

L.5 52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
FS UASC

ATTN: Orlando Gomez, Contracting Officer
2222 West 2300 South
Salt Lake City, UT 84119

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

L.6 52.237-1 Site Visit. (APR 1984)

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

(End of Provision)

L.7 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/far or www.usda.gov/procurement/policy/agar.html

(End of provision)

L.8 452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

L.9 452.237-71 Pre-Bid/Pre-Proposal Conference. (FEB 1988)

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to

conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

Date: February 21, 2013

Time: 13:00

Location: Color Country Fire Center, 1740 W. Kitty Hawk Dr., Cedar City, UT. 84720

(End of Clause)

SECTION M - Evaluation Factors for Award

M.1 AWARD DETERMINATION

Proposers shall submit one (1) original set and three (3) copies of their technical response. Responses shall include the following minimum documents:

- One (1) Original Set containing the following:
 - Signed Standard Form (SF) 33
 - Section B – Schedule of Items
 - Section K – Completed
 - Section M – As identified in M.2

Three (3) Technical Responses only as identified in Section M.2

M.2 OFFER COMPLIANCE

The Government will award one contract resulting from this solicitation to the responsible Offeror whose response best conforms to the solicitation and which will be the most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers; past performance, experience in similar work, experience and qualifications, past performance, and price.

The Government will award the contract to the Offeror of the proposal that represents the best overall value to the Government. The Government will evaluate the proposals of each Offeror: first, objectively on the compliance of its proposal and then, qualitatively on the following evaluation factors:

- Experience and Qualifications
- Past Performance
- Price

Award may be made without further discussions. Initial offers should be submitted with the most favorable terms, from a price and technical standpoint. The Government may, after evaluation of proposals, conduct oral or written discussions as appropriate, with the Offerors whose proposals are within a competitive range.

The Government will evaluate the above factors as follows

- (a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Experience and Qualifications:

Provide information regarding the quantity and applicability of experience and qualifications specific to the work required by this contract. Include information regarding the experience of personnel, employees and subcontractors. Include identification of the firm's primary business focus.

2. Past Performance:

The Offeror shall provide information about the Offeror's past performance history. Offerors shall provide the Government with information and references for the Contractor's past performance on similar projects during the last 3 years, including timeliness, reliability, quality, customer service and business relations with the Government. Offerors shall include the name, organization, address, and current telephone number for each of the references.

The Government may also use other sources of information (i.e. other references not listed and Government's prior experience with Contractor, if any) to determine the Offeror's record of performance.

Contractor may use the Experience Questionnaire, Appendix E, or another document with the same information to submit these qualifications.

3. Price:

Include the pricing information in Section B, Schedule of Items. The price will include the evaluation of option year pricing in accordance with FAR 52.217-5, Evaluation of Options (JUL 1990).

Offerors may provide their information by using the enclosed Experience & Capability Questionnaire, included with this solicitation, or may provide the information in another written format.

Evaluation factors other than price, when combined, are approximately equal to price in the evaluation of offers.

- (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 price 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. Failure to submit this information will render this offer a non-responsive.
 - All offerors who submit a proposal for this project must be registered in the Central Contractor's Registry (CCR) in accordance with FAR 52.204-7 and must have completed Representations and Certifications (ORCA) in accordance with FAR 52.204-8. Offerors who fail to register in CCR and complete ORCA will not be considered for award.
 - All Offeror's must respond to the required evaluation criteria of the solicitation to be considered for award.

M.3 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

Since an Offeror's proposal(s) must be compliant in order for it to be eligible for award, compliance of the offer is a mandatory solicitation requirement. In general, the Government considers the non-pricing factors of past performance, proposed schedule, and experience in similar work to be in descending order of importance. ALL EVALUATION FACTORS OTHER THAN PRICE, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN COST OR PRICE IN THE AWARD DECISION.

The Technical Evaluation Board (TEB) will evaluate each proposal strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established herein. The technical evaluation panel will then assign to each evaluation criterion a final adjective consensus rating of exceptional, good, acceptable, marginal, or unacceptable based on the following descriptions:

| | |
|--------------|---|
| Exceptional | An exceptional proposal contains significant strengths and no weaknesses. The proposal exceeds the performance and technical capability requirements defined in the Statement Of Work (SOW). The proposal offers value-added methodologies for improving service that benefits the Government. The evaluator has no doubt that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The Offeror acknowledges risks and develops an approach that proactively identifies and mitigates risks, and looks to reduce or eliminate future risks. |
| Good | A good proposal contains significant strengths and only a few minor weaknesses. The Offeror's proposal meets the performance and technical capability requirements as defined in the SOW. The evaluator has a high degree of confidence that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The Offeror acknowledges technical or schedule risk and develops an approach capable of mitigating all apparent risks effectively. |
| Acceptable | An acceptable proposal contains strengths that outweigh any existing weaknesses. The Offeror's proposal meets the performance and technical capability requirements defined in the SOW. The evaluator is confident that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. |
| Marginal | The proposal meets the bare minimum performance and technical capability requirements defined in the SOW, and also have significant weaknesses. The evaluator is not confident that the Offeror can successfully complete the required tasking without significant Government oversight or participation. The proposal either fails to address risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk. |
| Unacceptable | An unacceptable proposal that contains one or more significant weaknesses and deficiencies. Proposal fails to meet specified minimum performance and technical capability requirements defined in the SOW. The evaluator is confident that the Offeror will be unable to successfully complete the required tasking. The proposal does not adequately acknowledge or address risk, mitigate risk, or may actually introduce risk. |

When the adjective ratings for each criterion of each proposal have been finally assigned, the evaluation panel members will jointly discuss each proposal separately and develop an evaluation panel consensus adjective rating for each technical proposal (a single adjective rating for each proposal will be determined). The criteria established on the rating sheet will be used in developing the consensus adjective rating for each proposal. If a consensus rating cannot be reached, the Chairperson of the Evaluation Board will decide which rating is most representative.

The final rating assigned to each proposal shall be based on an average of all individual ratings, i.e. If there are three (3) raters and two (2) provide an exceptional rating with the third providing an acceptable rating, the overall rating assessed will be an exceptional minus.

| Standard Definitions | |
|----------------------|---|
| Strength | A strong attribute or quality of particular worth or utility; an inherent asset. Note: Simple adherence to the requirements or ability to meet a requirement is compliance but should not be listed as strength. |
| Weakness | A flaw in the proposal that increases the risk of unsuccessful contract performance. |
| Deficiency | A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. |

REQUIREMENTS: OFFERORS MUST BE REGISTERED IN CCR IN ACCORDANCE TO FAR 52.204-7. OFFERORS MUST BE REGISTERED IN ORCA IN ACCORDANCE TO FA 52.204-8. OFFERORS MUST RESPOND TO ALL CRITERIA INCLUDED IN SECTION M. OFFERORS WHO FAIL TO MEET THESE REQUIREMENTS WILL NOT BE CONSIDERED FOR AWARD.

QUALITY ASSURANCE SURVEILLANCE PLAN

(QASP)

FOR SUPPORT OF Dixie National Forest, Supervisor's Office Maintenance Shop

Issued February, 15 2013

QUALITY ASSURANCE SERVICE PLAN (QASP)

In accordance 52.246-4 Inspection of Services—Fixed Price, Paragraph (c), the Government will inspect the Contractor's performance on a random basis under this contract to ensure compliance with the contract requirements. The Contracting Officer will record inspection observations, documenting all deficiencies through a written inspection report. When unacceptable performance is observed, the Contracting Officer will meet with the Contractor at the job site to review and initial the observation report, to ensure that the Contractor has been made aware of the unacceptable services. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the Contractor for immediate corrective action, and shall be completed prior to 12:00 noon on the following day.

Failure to correct rejected workmanship may cause the Government to take necessary action under the "Termination for Default" clause.

The Contracting Officer's Representative (COR) will use a performance assessment form (attached) to document and assess the Contractor's performance under this contract. The form, when completed, will document the COR's understanding of the contract requirements, what was actually completed, the impact or consequences of anything not completed, and any recommendation for future work.

The cleaning services shall be performed at the frequencies on the attached schedule (Service and Frequency).

Performance shall be based on the government's evaluation of the results, not the frequency or method of performance.

The evaluation of results will be based on tenant satisfaction, inspection observations, and accepted trade practices. The following standards will be applied in measuring the acceptability of the Contractor's performance.

- (A) Restroom: The restroom area will be visually inspected to ensure that all fixtures are maintained at a high level of shine, cleanliness, and sanitization. Partitions, doors, and walls will be visually inspected to ensure that they are free of obvious dirt, graffiti, and dust. Restroom supplies will be inspected to ensure that an adequate supply is maintained at all times.
- (B) Floors: Visually inspect all flooring to ensure that they are clean with no evident of build-up or discoloration, and that all hard and resilient floors are maintained to an overall clean appearance.
- (C) Carpets: Visually inspect carpets and mats to ensure that they are clean and free of obvious dirt.
- (D) Dusting: Visually inspect all dust catching surface (horizontal and vertical) including furniture, file cabinets, fixtures, window sills, office partitions, and venetian blinds to ensure that they are free of obvious dust, dirt, and cobwebs.
- (E) Glass: Visually inspect all interior glass surfaces (excluding all windows except entry-way windows) to ensure that they are clean and free of streaks and smudges.
- (F) Sinks: Visually inspect drinking fountains and sinks to ensure that they are clean, sanitized, free of water marks, and any other debris or encrustation.
- (G) Waste Baskets: Visually inspect to ensure that all trash is removed. New liners will be provided by the contractor when services are given.

Work will be performed weekly and will be documented on Contractor work check list.

*Cleaning is required one night a week but may be altered on a needed basis.

SERVICE AND FREQUENCY – To be maintained year round

| Service | Frequency |
|---|--------------|
| Floors (resilient) – Sweep or Vacuum | Once a week |
| Floors (resilient) – Mop | Once a week |
| Floors (carpeted) – Vacuum | Once a week |
| *To include the vacuuming of office (fiber) chairs | Once a week |
| Spot Clean – Walls (all) and Vertical Surfaces | Once a month |
| General Cleaning: | |
| Low Dusting (all surfaces six feet & above) | Once a week |
| High Dusting (all surfaces six feet & above) | Once a month |
| Empty waste receptacles | Once a week |
| Change bags in receptacles (minimum) | Once a week |

| | |
|---|----------------------------|
| Empty recycle containers & place in appropriate recyclable bin | Once a week |
| Kitchen/Break room sink | Once a week |
| Kitchen/Break room microwave | Once a week |
| Perform complete toilet room & lock room cleaning including all fixtures, floor, shower stalls, & doors | Once a week |
| Scrub & disinfect showers | Once a week |
| Maintain toilet room supplies | Once a week |
| Glass cleaning – glass doors | Once a month |
| Kitchen/Break room refrigerator *Clean inside (everything will be removed) | Once a month |
| Damp wipe desk & table tops | Once a week |
| Carpet cleaning-Deep clean, shampoo | Every 3 months (quarterly) |

INSPECTION AND ACCEPTANCE
 Per Quality Assurance Plan (QAP).

MEASUREMENT AND PAYMENT

Payment will be made monthly for the janitorial services that have been satisfactorily provided during that month. Work which does not meet specifications and which is not corrected will be handled in accordance with the Quality Assurance Plan.

Attachment A

WD 05-2531 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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.: 2005-2531
 Revision No.: 12
 Date Of Revision: 06/13/2012

State: Utah
 Area: Utah Statewide

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.81 |
| 01012 - Accounting Clerk II | | 14.38 |
| 01013 - Accounting Clerk III | | 16.09 |
| 01020 - Administrative Assistant | | 18.47 |
| 01040 - Court Reporter | | 19.50 |
| 01051 - Data Entry Operator I | | 11.89 |
| 01052 - Data Entry Operator II | | 12.98 |
| 01060 - Dispatcher, Motor Vehicle | | 16.80 |
| 01070 - Document Preparation Clerk | | 14.10 |
| 01090 - Duplicating Machine Operator | | 14.10 |
| 01111 - General Clerk I | | 11.54 |
| 01112 - General Clerk II | | 12.59 |
| 01113 - General Clerk III | | 14.13 |
| 01120 - Housing Referral Assistant | | 16.51 |
| 01141 - Messenger Courier | | 11.64 |
| 01191 - Order Clerk I | | 12.93 |
| 01192 - Order Clerk II | | 14.11 |
| 01261 - Personnel Assistant (Employment) I | | 14.71 |
| 01262 - Personnel Assistant (Employment) II | | 16.45 |
| 01263 - Personnel Assistant (Employment) III | | 18.35 |
| 01270 - Production Control Clerk | | 17.99 |
| 01280 - Receptionist | | 10.46 |
| 01290 - Rental Clerk | | 11.44 |
| 01300 - Scheduler, Maintenance | | 13.23 |
| 01311 - Secretary I | | 13.23 |
| 01312 - Secretary II | | 14.80 |
| 01313 - Secretary III | | 16.51 |
| 01320 - Service Order Dispatcher | | 14.95 |
| 01410 - Supply Technician | | 18.43 |
| 01420 - Survey Worker | | 12.10 |
| 01531 - Travel Clerk I | | 12.39 |
| 01532 - Travel Clerk II | | 13.15 |
| 01533 - Travel Clerk III | | 13.78 |
| 01611 - Word Processor I | | 13.94 |

| | |
|--|-------|
| 01612 - Word Processor II | 15.88 |
| 01613 - Word Processor III | 17.61 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 19.06 |
| 05010 - Automotive Electrician | 18.09 |
| 05040 - Automotive Glass Installer | 17.17 |
| 05070 - Automotive Worker | 17.14 |
| 05110 - Mobile Equipment Servicer | 15.24 |
| 05130 - Motor Equipment Metal Mechanic | 18.82 |
| 05160 - Motor Equipment Metal Worker | 17.14 |
| 05190 - Motor Vehicle Mechanic | 17.82 |
| 05220 - Motor Vehicle Mechanic Helper | 14.11 |
| 05250 - Motor Vehicle Upholstery Worker | 16.19 |
| 05280 - Motor Vehicle Wrecker | 17.14 |
| 05310 - Painter, Automotive | 18.09 |
| 05340 - Radiator Repair Specialist | 17.14 |
| 05370 - Tire Repairer | 12.41 |
| 05400 - Transmission Repair Specialist | 18.46 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.60 |
| 07041 - Cook I | 10.72 |
| 07042 - Cook II | 12.42 |
| 07070 - Dishwasher | 8.06 |
| 07130 - Food Service Worker | 8.28 |
| 07210 - Meat Cutter | 13.77 |
| 07260 - Waiter/Waitress | 9.23 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17.05 |
| 09040 - Furniture Handler | 12.27 |
| 09080 - Furniture Refinisher | 17.05 |
| 09090 - Furniture Refinisher Helper | 12.86 |
| 09110 - Furniture Repairer, Minor | 14.77 |
| 09130 - Upholsterer | 17.05 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.62 |
| 11060 - Elevator Operator | 9.62 |
| 11090 - Gardener | 13.88 |
| 11122 - Housekeeping Aide | 9.99 |
| 11150 - Janitor | 9.99 |
| 11210 - Laborer, Grounds Maintenance | 10.72 |
| 11240 - Maid or Houseman | 8.86 |
| 11260 - Pruner | 10.07 |
| 11270 - Tractor Operator | 12.94 |
| 11330 - Trail Maintenance Worker | 10.72 |
| 11360 - Window Cleaner | 11.14 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 14.67 |
| 12011 - Breath Alcohol Technician | 14.74 |
| 12012 - Certified Occupational Therapist Assistant | 20.78 |
| 12015 - Certified Physical Therapist Assistant | 18.90 |
| 12020 - Dental Assistant | 13.03 |
| 12025 - Dental Hygienist | 30.54 |
| 12030 - EKG Technician | 23.74 |
| 12035 - Electroneurodiagnostic Technologist | 23.74 |
| 12040 - Emergency Medical Technician | 14.67 |
| 12071 - Licensed Practical Nurse I | 14.56 |
| 12072 - Licensed Practical Nurse II | 16.29 |
| 12073 - Licensed Practical Nurse III | 18.17 |
| 12100 - Medical Assistant | 12.85 |

| | |
|--|---------------|
| 12130 - Medical Laboratory Technician | 13.99 |
| 12160 - Medical Record Clerk | 12.64 |
| 12190 - Medical Record Technician | 14.89 |
| 12195 - Medical Transcriptionist | 14.45 |
| 12210 - Nuclear Medicine Technologist | 31.97 |
| 12221 - Nursing Assistant I | 10.00 |
| 12222 - Nursing Assistant II | 11.24 |
| 12223 - Nursing Assistant III | 12.26 |
| 12224 - Nursing Assistant IV | 13.77 |
| 12235 - Optical Dispenser | 15.17 |
| 12236 - Optical Technician | 12.73 |
| 12250 - Pharmacy Technician | 14.80 |
| 12280 - Phlebotomist | 13.77 |
| 12305 - Radiologic Technologist | 21.51 |
| 12311 - Registered Nurse I | 22.82 |
| 12312 - Registered Nurse II | 27.91 |
| 12313 - Registered Nurse II, Specialist | 27.91 |
| 12314 - Registered Nurse III | 33.76 |
| 12315 - Registered Nurse III, Anesthetist | 33.76 |
| 12316 - Registered Nurse IV | 40.47 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 18.69 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 16.49 |
| 13012 - Exhibits Specialist II | 20.44 |
| 13013 - Exhibits Specialist III | 25.00 |
| 13041 - Illustrator I | 18.72 |
| 13042 - Illustrator II | 23.20 |
| 13043 - Illustrator III | 28.30 |
| 13047 - Librarian | 22.73 |
| 13050 - Library Aide/Clerk | 10.45 |
| 13054 - Library Information Technology Systems Administrator | 20.53 |
| 13058 - Library Technician | 13.18 |
| 13061 - Media Specialist I | 14.81 |
| 13062 - Media Specialist II | 16.57 |
| 13063 - Media Specialist III | 18.48 |
| 13071 - Photographer I | 15.59 |
| 13072 - Photographer II | 17.59 |
| 13073 - Photographer III | 21.61 |
| 13074 - Photographer IV | 26.44 |
| 13075 - Photographer V | 31.98 |
| 13110 - Video Teleconference Technician | 16.34 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 15.11 |
| 14042 - Computer Operator II | 16.90 |
| 14043 - Computer Operator III | 19.95 |
| 14044 - Computer Operator IV | 21.75 |
| 14045 - Computer Operator V | 24.10 |
| 14071 - Computer Programmer I | (see 1) 23.80 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 14.59 |
| 14160 - Personal Computer Support Technician | 21.75 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 31.89 |

| | |
|---|-------|
| 15020 - Aircrew Training Devices Instructor (Rated) | 38.58 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 42.72 |
| 15050 - Computer Based Training Specialist / Instructor | 31.89 |
| 15060 - Educational Technologist | 22.83 |
| 15070 - Flight Instructor (Pilot) | 42.72 |
| 15080 - Graphic Artist | 19.67 |
| 15090 - Technical Instructor | 18.64 |
| 15095 - Technical Instructor/Course Developer | 22.82 |
| 15110 - Test Proctor | 15.04 |
| 15120 - Tutor | 15.04 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.04 |
| 16030 - Counter Attendant | 9.04 |
| 16040 - Dry Cleaner | 12.02 |
| 16070 - Finisher, Flatwork, Machine | 9.04 |
| 16090 - Presser, Hand | 9.04 |
| 16110 - Presser, Machine, Drycleaning | 9.04 |
| 16130 - Presser, Machine, Shirts | 9.04 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.04 |
| 16190 - Sewing Machine Operator | 12.90 |
| 16220 - Tailor | 13.67 |
| 16250 - Washer, Machine | 10.09 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.68 |
| 19040 - Tool And Die Maker | 21.89 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 14.31 |
| 21030 - Material Coordinator | 18.38 |
| 21040 - Material Expediter | 18.38 |
| 21050 - Material Handling Laborer | 11.67 |
| 21071 - Order Filler | 11.96 |
| 21080 - Production Line Worker (Food Processing) | 14.31 |
| 21110 - Shipping Packer | 13.08 |
| 21130 - Shipping/Receiving Clerk | 13.08 |
| 21140 - Store Worker I | 10.83 |
| 21150 - Stock Clerk | 15.07 |
| 21210 - Tools And Parts Attendant | 14.31 |
| 21410 - Warehouse Specialist | 14.31 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 25.76 |
| 23021 - Aircraft Mechanic I | 24.30 |
| 23022 - Aircraft Mechanic II | 25.76 |
| 23023 - Aircraft Mechanic III | 26.95 |
| 23040 - Aircraft Mechanic Helper | 16.74 |
| 23050 - Aircraft, Painter | 22.63 |
| 23060 - Aircraft Servicer | 19.31 |
| 23080 - Aircraft Worker | 20.59 |
| 23110 - Appliance Mechanic | 18.84 |
| 23120 - Bicycle Repairer | 12.41 |
| 23125 - Cable Splicer | 25.98 |
| 23130 - Carpenter, Maintenance | 17.48 |
| 23140 - Carpet Layer | 16.82 |
| 23160 - Electrician, Maintenance | 20.33 |
| 23181 - Electronics Technician Maintenance I | 21.64 |
| 23182 - Electronics Technician Maintenance II | 23.70 |
| 23183 - Electronics Technician Maintenance III | 25.21 |
| 23260 - Fabric Worker | 17.27 |
| 23290 - Fire Alarm System Mechanic | 20.83 |
| 23310 - Fire Extinguisher Repairer | 16.01 |

| | |
|---|-------|
| 23311 - Fuel Distribution System Mechanic | 23.58 |
| 23312 - Fuel Distribution System Operator | 17.93 |
| 23370 - General Maintenance Worker | 16.62 |
| 23380 - Ground Support Equipment Mechanic | 24.30 |
| 23381 - Ground Support Equipment Servicer | 19.31 |
| 23382 - Ground Support Equipment Worker | 20.59 |
| 23391 - Gunsmith I | 16.01 |
| 23392 - Gunsmith II | 18.54 |
| 23393 - Gunsmith III | 21.06 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 19.11 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | 19.96 |
| 23430 - Heavy Equipment Mechanic | 22.27 |
| 23440 - Heavy Equipment Operator | 18.92 |
| 23460 - Instrument Mechanic | 23.00 |
| 23465 - Laboratory/Shelter Mechanic | 19.80 |
| 23470 - Laborer | 11.11 |
| 23510 - Locksmith | 16.75 |
| 23530 - Machinery Maintenance Mechanic | 20.97 |
| 23550 - Machinist, Maintenance | 18.47 |
| 23580 - Maintenance Trades Helper | 13.08 |
| 23591 - Metrology Technician I | 23.00 |
| 23592 - Metrology Technician II | 24.38 |
| 23593 - Metrology Technician III | 25.51 |
| 23640 - Millwright | 22.04 |
| 23710 - Office Appliance Repairer | 18.51 |
| 23760 - Painter, Maintenance | 18.43 |
| 23790 - Pipefitter, Maintenance | 21.59 |
| 23810 - Plumber, Maintenance | 20.85 |
| 23820 - Pneudraulic Systems Mechanic | 21.06 |
| 23850 - Rigger | 21.06 |
| 23870 - Scale Mechanic | 18.54 |
| 23890 - Sheet-Metal Worker, Maintenance | 20.68 |
| 23910 - Small Engine Mechanic | 17.46 |
| 23931 - Telecommunications Mechanic I | 24.64 |
| 23932 - Telecommunications Mechanic II | 26.12 |
| 23950 - Telephone Lineman | 20.43 |
| 23960 - Welder, Combination, Maintenance | 17.45 |
| 23965 - Well Driller | 21.48 |
| 23970 - Woodcraft Worker | 21.06 |
| 23980 - Woodworker | 14.12 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 9.97 |
| 24580 - Child Care Center Clerk | 12.45 |
| 24610 - Chore Aide | 9.86 |
| 24620 - Family Readiness And Support Services Coordinator | 11.70 |
| 24630 - Homemaker | 13.78 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 25.82 |
| 25040 - Sewage Plant Operator | 19.53 |
| 25070 - Stationary Engineer | 25.82 |
| 25190 - Ventilation Equipment Tender | 17.29 |
| 25210 - Water Treatment Plant Operator | 19.53 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 15.44 |
| 27007 - Baggage Inspector | 12.47 |
| 27008 - Corrections Officer | 19.80 |

| | |
|--|-------|
| 27010 - Court Security Officer | 19.30 |
| 27030 - Detection Dog Handler | 18.83 |
| 27040 - Detention Officer | 19.80 |
| 27070 - Firefighter | 18.02 |
| 27101 - Guard I | 12.47 |
| 27102 - Guard II | 18.83 |
| 27131 - Police Officer I | 21.39 |
| 27132 - Police Officer II | 23.69 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 10.98 |
| 28042 - Carnival Equipment Repairer | 11.75 |
| 28043 - Carnival Equipment Worker | 8.65 |
| 28210 - Gate Attendant/Gate Tender | 14.59 |
| 28310 - Lifeguard | 11.17 |
| 28350 - Park Attendant (Aide) | 16.32 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.91 |
| 28515 - Recreation Specialist | 16.29 |
| 28630 - Sports Official | 13.00 |
| 28690 - Swimming Pool Operator | 15.88 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 22.52 |
| 29020 - Hatch Tender | 22.52 |
| 29030 - Line Handler | 22.52 |
| 29041 - Stevedore I | 20.98 |
| 29042 - Stevedore II | 24.05 |
| 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 | 17.36 |
| 30022 - Archeological Technician II | 18.37 |
| 30023 - Archeological Technician III | 22.75 |
| 30030 - Cartographic Technician | 22.75 |
| 30040 - Civil Engineering Technician | 19.83 |
| 30061 - Drafter/CAD Operator I | 17.36 |
| 30062 - Drafter/CAD Operator II | 18.37 |
| 30063 - Drafter/CAD Operator III | 20.48 |
| 30064 - Drafter/CAD Operator IV | 24.96 |
| 30081 - Engineering Technician I | 14.56 |
| 30082 - Engineering Technician II | 16.34 |
| 30083 - Engineering Technician III | 18.28 |
| 30084 - Engineering Technician IV | 22.65 |
| 30085 - Engineering Technician V | 27.71 |
| 30086 - Engineering Technician VI | 32.84 |
| 30090 - Environmental Technician | 20.38 |
| 30210 - Laboratory Technician | 19.00 |
| 30240 - Mathematical Technician | 22.75 |
| 30361 - Paralegal/Legal Assistant I | 17.20 |
| 30362 - Paralegal/Legal Assistant II | 21.32 |
| 30363 - Paralegal/Legal Assistant III | 26.08 |
| 30364 - Paralegal/Legal Assistant IV | 31.55 |
| 30390 - Photo-Optics Technician | 22.75 |
| 30461 - Technical Writer I | 20.95 |
| 30462 - Technical Writer II | 25.64 |
| 30463 - Technical Writer III | 31.00 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |

| | |
|---|---------------|
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) 20.48 |
| 30621 - Weather Observer, Senior | (see 2) 22.75 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 10.64 |
| 31030 - Bus Driver | 15.04 |
| 31043 - Driver Courier | 11.38 |
| 31260 - Parking and Lot Attendant | 8.71 |
| 31290 - Shuttle Bus Driver | 12.36 |
| 31310 - Taxi Driver | 10.71 |
| 31361 - Truckdriver, Light | 12.36 |
| 31362 - Truckdriver, Medium | 16.84 |
| 31363 - Truckdriver, Heavy | 18.99 |
| 31364 - Truckdriver, Tractor-Trailer | 18.99 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 8.83 |
| 99050 - Desk Clerk | 9.45 |
| 99095 - Embalmer | 25.48 |
| 99251 - Laboratory Animal Caretaker I | 10.19 |
| 99252 - Laboratory Animal Caretaker II | 10.67 |
| 99310 - Mortician | 33.91 |
| 99410 - Pest Controller | 14.02 |
| 99510 - Photofinishing Worker | 11.77 |
| 99710 - Recycling Laborer | 16.98 |
| 99711 - Recycling Specialist | 20.20 |
| 99730 - Refuse Collector | 15.21 |
| 99810 - Sales Clerk | 11.95 |
| 99820 - School Crossing Guard | 9.59 |
| 99830 - Survey Party Chief | 18.63 |
| 99831 - Surveying Aide | 13.27 |
| 99832 - Surveying Technician | 16.93 |
| 99840 - Vending Machine Attendant | 15.14 |
| 99841 - Vending Machine Repairer | 18.30 |
| 99842 - Vending Machine Repairer Helper | 15.14 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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

ordance, 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 link 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.

Attachment B – Experience & Equipment Questionnaire

EXPERIENCE & EQUIPMENT QUESTIONNAIRE

1. Contractor Name, Address, & Telephone Number

EXPERIENCE

3. How many years does *your business* have in the line of work contemplated by this solicitation?

4. How many years experience in contracting has your business had as a:
 (a) Prime Contractor _____ (b) Sub-contractor _____
 Is this time concurrent? [] YES [] NO

5a. List Below all environmental removal/disposal projects your business has completed within the last three (3) years:

| Contract Amount | Type of Project | Date Completed | Name, Address & Telephone Number of Owner/Person to Contact for Information |
|-----------------|-----------------|----------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5b. List below the Projects that are incomplete:

| Contract No. | Dollar Amount of Award | Name, Address & Phone No. of Agency Involved | Percent Completed | Dated Completed |
|--------------|------------------------|--|-------------------|-----------------|
| | | | | |
| | | | | |
| | | | | |

6a. Have you ever Failed to Complete any work awarded to you? [] YES [] NO

6b. Has work ever been completed by performance bond? [] YES [] NO

6c. If “yes” to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)

EQUIPMENT

7. Number of employees available for this project:

- a. Minimum No. of employees _____ & Maximum No. of employees _____
- b. Are Employees regularly on your payroll? [] YES [] NO

8. Specify Equipment available for this project:

9. Estimated Rate of Progress (such as 2.0 acres/man/day): Minimum Progress Rate: _____ & Maximum Progress Rate: _____

10. List Experience of Employees intended to be used on this project:

| Individual Name | Present Position | Years of Exp. | Magnitude & Type of Work |
|-----------------|------------------|---------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

11. Did the offeror examine the area(s) for which this quote has been submitted? []YES []NO

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

Signature

Date

Attachment C

Quality Assurance Checklist – Daily and Weekly Cleaning Services

| MONTH: _____ YEAR: _____ | CHECKED | DATE |
|--|----------------|-------------|
| <u>Cleaning Schedule</u> | | |
| <u>Daily-Restrooms</u> | | |
| Floors swept or dust mopped | | |
| Water closets and urinals washed and sanitized | | |
| Washbasins cleaned | | |
| Mirrors, shelving, dispensers, chromium fixtures damp-wiped & polished | | |
| All other surfaces spot-cleaned and horizontal surfaces dusted | | |
| Paper towel waste receptacles emptied | | |
| Towel, soap, seat cover and toilet dispensers serviced | | |
| Sanitary napkin receptacles emptied, cleaned, disinfected with new liner | | |
| Washbasins and countertops cleaned | | |
| Mirrors cleaned | | |
| Toilet paper supplied timely | | |
| Paper towels supplied timely | | |
| <u>Daily – Office Area</u> | | |
| Wastebaskets emptied. Plastic liners installed /replaced | | |
| The full rug area vacuumed completely | | |
| Linoleum floors moped | | |
| Clean and wipe drinking fountains | | |
| The carpeted floor area spot-cleaned as necessary | | |
| All entrances, including stairs swept. | | |
| Rug area spot-vacuumed | | |
| Washbasins and countertops in the conference area cleaned | | |
| Paper towels supplied timely | | |
| Burned-out light bulbs replaced | | |
| Reception and front office area dusted | | |
| Clean door and window glass inside and outside | | |
| Blinds, picture frames, front counter, and brochure display case dusted | | |
| Walls, woodwork, window and glass spot cleaned as necessary | | |
| <u>Weekly - Restrooms</u> | | |
| Resilient floors swept and damp-mopped | | |
| Restroom surface areas damp wiped | | |
| <u>Weekly – Office Area</u> | | |
| Spot clean walls and clear cobwebs | | |
| Clean wastebaskets as needed | | |
| Exterior office doors cleaned in and out | | |
| Collect and recycle materials left in recycling bins | | |
| <u>Bio-Based Products</u> | | |
| Ensure mandatory purchase and use of bio-based products | | |

| | | |
|---|--|--|
| Comments: (Note additional comments on back of form) | | |
| | | |
| <i>Unless noted, services performed were satisfactory.</i> | | |
| COR Signature: _____ Date: _____ | | |

| MONTH: _____ YEAR: _____ | CHECKED | DATE |
|---|---------|------|
| <u>Quarterly Cleaning Services</u> | | |
| Interior light fixtures cleaned | | |
| Venetian blinds and air vent registers throughout the building cleaned | | |
| Windowsills, hand railings, fire extinguishers, ledges, and doors cleaned | | |
| | | |
| <u>Semi-Annual Cleaning Services</u> | | |
| Windows (inside only) washed and wipe water spots from sills & frames. | | |
| Resilient floors stripped, waxed and buffed | | |
| Heavily-used areas carpet in machine-cleaned | | |
| | | |
| <u>Bio-Based Products</u> | | |
| Ensure mandatory purchase and use of bio-based products | | |
| | | |
| Comments: (Note additional comments on back of form) | | |
| | | |
| <i>Unless noted, services performed were satisfactory.</i> | | |
| COR Signature: _____ Date: _____ | | |

**Quality Assurance Checklist
 Quarterly and Semi Annual Cleaning Services**

Attachment D Performance Requirements Summary

| Required Service | Standard (Referencing PWS) | Allowable Deviation | Performance Threshold | Method of Quality Assurance | Disincentive |
|--|--|---------------------|---|--|--------------------------------------|
| Clean and Service Restrooms | Clean area of service to meet standards specified in the PWS Section 3.1 A 1 | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Bi-Monthly Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Office Area Cleaning | Clean area of service to meet standards specified in the PWS Section 3.1 A 2 | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Bi-Monthly Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Weekly Cleaning - Restrooms and Office Areas | Clean area of service to meet standards specified in the PWS Section 3.1 B 1 & 2 | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Quarterly Cleaning Services | Clean area of service to meet standards specified in the PWS Section 3.1 C | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |

| | | | | | |
|---|--|------------------|---|--|--------------------------------------|
| Services to be Performed Every Six Months | Clean area of service to meet standards specified in the PWS Section 3.1 D | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Ground Maintenance - Landscaping | Landscape area of service to meet standards specified in the PWS Section 3.2 A | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Ground Maintenance - Snow Removal | Remove snow from area of service to meet standards specified in the PWS Section 3.2 B | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Utilities - Plumbing | Perform utility work in the area of service to meet standards specified in the PWS Section 3.3 A | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |

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|---|--|------------------|---|--|--|
| Utilities - Fire Suppression System | Perform utility work in the area of service to meet standards specified in the PWS Section 3.3 B | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Utilities - HVAC | Perform utility work in the area service to meet standards specified in the PWS Section 3.3 C | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Utilities - Electrical | Perform utility work in the area of service to meet standards specified in the PWS Section 3.3 D | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Additional Services - Emergency Work or Special Event Tasks | Perform task in the required area of service to meet standards specified in the PWS Section 3.4 and the modification to the contract for that task | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | Random Inspections Quality Assurance Checklist - Appendix B | Rework at no cost to the Government. |
| Ensure mandatory purchase and use of bio-based products | Provide bio-based products to meet standards specified in the PWS Section 6.3 and any modification to the contract for emergency work or special event tasks | 5% from standard | 100% adherence to performance requirements is required. Not to exceed three reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment B | 100% Inspection Quality Assurance Checklist - Appendix B | Dollar amount deduction for noncompliance. |

