



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 829296		PAGE OF 1 2						
2. CONTRACT NO. AG-91S8-C-17-0001			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER					
7. <b>FOR SOLICITATION INFORMATION CALL:</b>			a. NAME DEBBIE WENDELL			b. TELEPHONE NUMBER (No collect calls) 916-640-1251		8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY  USDA FOREST SERVICE PACIFIC SOUTHWEST REGION ACQUISITION MANAGEMENT 875 MITCHELL AVENUE OROVILLE CA 95965			CODE 91S8		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:							
					<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING					
15. DELIVER TO  NORTHERN CALIFORNIA SERVICE CENTER 6101 AIRPORT ROAD REDDING CA 96003			CODE 9A73		16. ADMINISTERED BY  USDA FOREST SERVICE PACIFIC SOUTHWEST REGION ACQUISITION MANAGEMENT 875 MITCHELL AVENUE OROVILLE CA 95965							
17a. CONTRACTOR/OFFEROR  COUNTY OF SHASTA PO BOX 496005 1500008177 REDDING CA 96049-6005			CODE 1500008177#		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV					
TELEPHONE NO.			CODE IPP									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
001		Janitorial services for NCSC Delivery: 09/30/2017 Agency Code: FS00 Budget Yr Start: ZZ SHC: 0521WFPR2117 BOC: 2540 Period of Performance: 12/01/2016 to 09/30/2017  Janitorial services for NCSC including the Operations Building, Aviation Unit, Administration Building and Construction/Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			1		MO		8,602.65		8,602.65	
25. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0521WFPR2117.2540...					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$8,602.65							
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 1							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print) PAM GIACOMINI, CHAIRMAN Board of Supervisors, County of Shasta					30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) DEBBIE WENDELL			31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Engineering building, in accordance with the terms, specifications and conditions of this contract.</p> <p>BASE YEAR IS DATE OF NOTICE TO PROCEED THROUGH 09/30/2017</p> <p>RATE IS 8602.65/ MONTH</p> <p>VENDOR PLEASE NOTE: Forest Service funds in the amount of the total of this order are currently available for the performance of this instrument through December 31, 2016. The Forest Service's obligation for performance beyond this date is contingent on the availability of appropriated funds from which payment can be made. No legal liability on the part of the government may arise for performance under this instrument beyond 12/31/2016, until funds are available to the Forest Service for performance and until the recipient/contractor receives notice of the availability to be confirmed in a written modification by the Forest Service.</p> <p>Obligated Amount: \$8,602.65</p> <p>The total amount of award: \$8,602.65. The obligation for this award is shown in box 26.</p>				<p>ATTEST:</p> <p>LAWRENCE G. LEES Clerk of the Board of Supervisors</p> <p>By: _____ Deputy</p> <p>Approved as to form: RUBIN E. CRUSE, JR County Counsel</p> <p>By:  12/1/16 Alan B. Cox Deputy County Counsel</p> <p>RISK MANAGEMENT APPROVAL</p> <p>By:  12/1/16 James Johnson Risk Management Analyst</p>

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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**Additional Notes to Block 20, Page 2 of Standard Form 1449**

The Government intends this contract to be for Base Year and four additional years. Because funding is not available for the additional years at this time, the following lists the years and total price for each:

<b>Fiscal Optional Years (FOY)</b>	<b>Amount</b>	<b>Dates</b>
FOY1	\$103,868.15	10/1/2017 through 9/30/2018
FOY2	\$104,519.31	10/1/2018 through 09/30/2019
FOY3	\$105,185.67	10/01/2019 through 9/30/2020
FOY4	\$105,867.50	10/01/2020 through 09/30/2021

Contract modifications will be issued for each fiscal year when appropriated funding becomes available.

## DESCRIPTION OF WORK

The Contractor shall perform Janitorial duties at the Northern California Service Center, located at 6101 Airport Road, Redding, CA 96002. The Contractor shall provide all transportation, labor, equipment, supervision, materials and supplies except those listed as Government Furnished Property, for the performance of this contract. Standard janitorial practices and proper use of cleaning materials and equipment are required. The buildings to be cleaned are the Operations Building, which is approximately 9,500 square feet and the Aviation Unit which is approximately 3,000 square feet, the Administration Building which is approximately 12,766 square feet, and the Construction/Engineering building which is approximately 1,036 square feet. The Aviation Unit consists of office space, a Hangar, and restrooms; the Administration Building consists of office space, restrooms, and classroom space. (see attached four drawings). The Construction building consists of 3 small office spaces connected to an open area. There are storage garages and a shop area in the construction building that will not be cleaned. All facilities include entryways, carpeted offices and hallways, vinyl floored kitchens, bathrooms and locker rooms, interior and exterior glass windows and doors. All offices have standard office equipment and furnishings.

All buildings are generally staffed five days/week during the winter. During summer months the Operations Building is staffed seven days a week from June 1, through September 30 (and possibly earlier or later depending on fire activity). The Aviation Unit may be staffed seven days a week if fire activity is high.

Staffing may increase dramatically during fire season, normally Jun 1, - October 15 (although it can be earlier or later). Up to an additional 150 employees may work in the Operations Building and another 20-30 may work in the Aviation Unit. During fire season both buildings may be staffed 24-hours/day. This additional staffing may occur very quickly—often in less than twelve hours. Staffing levels may remain high for three or more weeks at a time.

## PERFORMANCE WORK STATEMENT

**Hours of Operation.** Services shall be provided five (5) times a week, except during the summer months when seven (7) day a week services are required. The schedule will be decided by the Contracting Officer Representative (COR). Working hours will be between 6 pm to 6 am. Prior approval of the Contracting Officer (CO) is required before any work may be performed on weekends or Government Holidays.

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

- a) Direct the Contractor to perform the work contractually specified over a number of immediately subsequent day(s) equal to the duration of the shutdown, or
- b) Forego the work and reduce payment due to the Contractor for work not performed. The deduction rate in dollars per day shall be equal to the per month fixed priced divided by 31 days per month and then multiplied by the number of days services were not provided. Appropriate adjustments will be made by the CO in the event services are provided for portions of days, or

- c) Reschedule the work on day(s) satisfactory to both parties. Except as noted in the schedule of work, work shall not be required on the following holidays:

New Year's Day  
Martin Luther King, jr.'s Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

### **1. Supervisory Personnel.**

The Contractor shall designate an on-site supervisor who shall be responsible for the conduct and competent performance of work. An equally qualified alternate supervisor shall be provided to act on behalf of the supervisor during his/her absence. The supervisor and alternate shall be designed as key personnel and be able to read, write, speak and understand English, and have full authority to act for the contractor. The Contractor shall provide the telephone number of the supervisor and alternate to the CO within ten calendar days after award of the contract. The Contractor shall immediately notify the contracting Officer's Representative (COR) and CO in writing when a decision to terminate an employee has been made.

### **2. Government Furnished Property**

The Government will provide:

Keys and security access codes to the gates and buildings.  
Restroom supplies including toilet paper, paper towels, hand soap and toilet seat protectors.

Space will be assigned, as available in the building, for the storage of an inventory of supplies and Equipment, which may be used in the performance of work under the contract. Contractor shall monitor inventory and request supplies as needed. Supplies should be requested 3 weeks in advance. Order forms will be kept in the janitorial closet space.  
The Government will not be responsible in any way for damage or loss of parts or equipment.  
Telephones will be available for the Contractor's use in making local calls for business purposes only.

**KEY CONTROL.** The Contractor will be issued keys and security access codes by the Government for office access at the time of contract award. No keys shall be duplicated unless authorized in writing by the COR. The supervisor shall issue keys to Contractor employees and be responsible for their return.

The Contractor shall report the occurrence of a lost key immediately to the COR. The Contractor shall be required to replace or to reimburse the Government for replacement as a result of the Contractor losing keys.

The Contractor shall prohibit the use of keys and access codes issued by the Government by any persons other than the Contractor's employees. The Contractor's employees shall prohibit entrance to the building by other than Contract employees engaged in the performance of contract related work.

### **3. Contractor Furnished Property**

The Contractor shall provide all supervision, labor, materials, and supplies. Equipment required needs to meet the terms of the contract. All applicable Contractor-furnished equipment shall include bumpers/guards to prevent marking or scratching of fixtures or building surfaces. The Contractor shall furnish all cleaning supplies, equipment and transportation as necessary to accomplish the work except as described in Government proved property. Such incidentals necessary for the required performance of this contract include, but are not limited to:

- Deodorant products and room fresheners
- Plastic bags; trash can liners and garbage bags
- Mops, rags, brushes
- Paper towels for cleaning
- Floor wax (non-skid)
- Disinfectant
- Cleaning compounds such as toilet bowl cleaner, floor cleaner, glass cleaner, wax stripper, etc.
- Power Equipment as needed, such as motorized vacuum cleaner, commercial carpet cleaner

All electrical equipment used by the Contractor shall meet all safety requirements of this contract and shall be UL approved. This equipment shall operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of the existing building circuits. Inoperable equipment is not a cause for cleaning work not to be performed. The Contractor shall furnish and use protective gloves, safety eyeglasses, and any other safety equipment needed to execute the contract.

### **4. Hazard Communication Training.**

The Contractor shall provide employees with Hazard Communication training within one month after award of the contract or within one month after hiring a new employee. Per OSHA 29 CFR

1910.1200 Hazard Communication Standard, this training also includes instruction on the appropriate handling of chemicals requiring a Material Safety Data Sheet.

## **5. Bonds and Insurance:**

Before any work may begin on this project, the Contractor shall provide the documentation required in this section. Failure to provide the information will not change the date for starting work. Once the contract begins, the contractor shall provide the following documentation with 10 calendar days or the contract may be terminated for default in accordance with the clause governing default (Termination for Cause).

- *Worker's Compensation Insurance:* The Contract shall provide evidence of Worker's Compensation Insurance or a written explanation as to why the Contractor is exempt from the requirement. **NOTE:** The Contractor working alone is not required to carry the insurance.
- *Janitorial Bond:* The Contractor shall provide and maintain Janitorial Bond Insurance of at least \$5,000 on each employee working on the Government premises.
- In lieu of the above, the Contractor shall provide proof of Shasta County self-insurance and documentation of the County Government Crime Policy.

**6. Safety:** The Contractor shall be responsible for instructing company employees in appropriate safety measures. The Contractor shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing applications. Warning signs need to be in accordance with OSHA Safety standards. Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be stored in designated areas that are locked and under the Contractor's control. Contractor shall provide copies of Material Safety Data Sheets (MSDS's) for all cleaning chemicals used. Cleaning supplies, including solutions and solvents, both liquid and powders shall be stored in designated areas that are locked and under the Contractor's control. They shall be stored in secure areas after cleaning every day.

## **SPECIFIC TASKS AND QUALITY PERFORMANCE STANDARDS**

The Contractor through innovation, technology, or other means, shall perform the work in this contract at frequencies necessary to meet the quality and performance standards. Evaluations of the Contractor's work will be based on these standards, and will be conducted by the COR close to the time that the cleaning tasks are completed.

Listed below are the specific tasks and performance standards the Contractor is required to meet in this contract:

1. Restrooms and shower areas shall be cleaned daily with a disinfectant cleaner. Fixtures, Metal chrome



Surfaces, doorplates, water closets, urinals, washbasins, shower stalls, mirrors, shelving, and dispensers shall maintain a high level of luster, if applicable, and be free of dust, mold, mildew, streaks, rust, and encrustation. Urinals/bowls shall be cleaned as far into the trap as possible and under the inside of the rim. Removal of stains with soap grit or grit cake is allowed; however, the use of toilet bowl cleaners, acids, or strong alkalis which tend to damage glaze shall not be allowed. Cleaning shall include the seat, interior/exterior of bowl/urinal, flush valve, and polishing pipe. Maintain traps free from odor. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, and graffiti. The full surface area of all stall partitions, doors, and waste receptacles shall be damp wiped utilizing a multi-purpose (disinfectant/deodorizer) cleaner. Restroom supplies, including paper towels, toilet paper, and liquid hand soap, shall be replenished as needed to maintain an adequate supply at all times. Sanitary napkin disposal containers shall be emptied, cleaned, disinfected, and lined daily. Restrooms shall be free of discarded material and waste receptacles shall be emptied daily. Waste receptacles shall be lined and kept relatively free of trash, dirt stains, and debris. Flooring and base molding shall be free of dirt, debris, all types of marks, and foreign matter, damp mopped as the only method of wet cleaning, using disinfectant cleaner.

*Performance Standard:* Fixtures shall be free of smudges, marks, spots, or unsightly discoloration. Toilet bowls and urinals shall be de-scaled and the entire surface shall be free from streaks, stains, scale scum, urine deposits, and rust stains. Floors shall be free of visible loose dirt or streaks, scuff marks, heel marks, other stains and discoloration, and mop strings. Corners, crevices, moldings, and ledges shall be free of all dust and dirt. The least amount of water, soap solution, or water cleaner solution required to remove dirt and rinse floors shall be used. Flooding of floors shall be avoided at all times. Surfaces shall be left dry. Sufficient supplies shall be provided to meet usage.

*Performance Measurement:* The Government will inspect restrooms on a random basis. The Contractor shall correct any performance deficiency within one day of notification by the COR.

2. Office space (Fire Cache, Aviation Unit, Hangar Offices and all offices and conference rooms located in the Operations Building and Administration building) shall be free of obvious surface dust, dirt, debris, carpet stains, (with the exception of current/existing stains), trash, streaks, smudges, and present an overall appearance of cleanliness. Horizontal surfaces less than 70 inches high will be free of obvious dust, dirt, oil spots, or smudged surfaces. Desks with papers, computers, and keyboards will not be dusted. Trash shall be collected from work areas and disposed of in the City of Redding Dumpsters located on the south side of the Fire Cache. Trash containers shall be lined and kept relatively free of trash, dirt, stains, and debris. Molding shall be free of dirt, debris, all types of marks, and foreign matter. Carpets and rugs shall be free of obvious removable spots, stains, soiled traffic pattern, dirt, debris, gum and crusted material. Vacuuming and spot cleaning will be done at a frequency that will protect the integrity of the carpet and prolong wear, typically three times a week during five day/week coverage and five times a week during seven day/week coverage. There are to be no areas of deterioration of fuzzing to the carpet and rug as a result of harsh brushing or scrubbing. Cleaned area of carpets and rugs should reasonably blend with surrounding carpet. Carpets shall be dried within 24 hours to prevent mold growth.

*Performance Standard:* Horizontal Surfaces described above shall be free of visible dust and trash cans shall be emptied once a day. Carpeted areas and molding shall be clean and free of dust balls, visible dirt, and other debris.

*Performance Measurement:* The Government will inspect office space on a random basis. The Contractor shall correct any performance deficiency within one day of notification by the COR.

3. Main Lobby, entrance ways, and hallways shall be free of obvious surface dust, dirt, debris, carpet Stains, trash, streaks, and smudges, and present an overall appearance of cleanliness. Horizontal surfaces less than 70 inches will be free of obvious dust, dirt, oil spots, or smudged surfaces. Assure that walls, baseboards and other surfaces remain free of spots, residue, and marks. Wood doors and other wood surfaces shall be free of obvious dirt, stains, and streaks. Counters, railings, grilles, fire apparatus, doors, corners, crevices, moldings, and ledges within approximately 70 inches from the floor shall be dusted. Carpets and rugs shall be free of obvious removable spots, stains, soiled traffic pattern, dirt, debris, gum, and crushed material. Molding shall be free of dirt, debris, all types of marks and foreign matter. Vacuuming will be done at a frequency that will protect the integrity of the carpet and prolong wear, typically three times/week during five day a week coverage and four/times per week during seven day a week coverage. There are to be no areas of deterioration or fuzzing to the carpet and rug as a result of harsh brushing or scrubbing. Cleaned area of carpets and rugs should reasonably blend with surrounding carpet. Carpets shall be dried within 24 hours to prevent mold growth. Trash shall be collected and from work areas daily and disposed of in City of Redding Dumpsters located in the south parking lot of the Fire Cache. Trash containers shall be lined and kept relatively free of trash, dirt, stains, and debris. Interior and exterior windows/glass will be clean and free of obvious dirt, dust, grime, streaks, cloudiness, and smudges. Surrounding and adjacent areas shall be free of standing water, drips, or watermarks.

*Performance Standard:* Horizontal surfaces shall be free of visible dust and smudges and trash cans shall be emptied once a day. Corners, crevices, moldings, and ledges shall be free of all dust. Carpets shall be vacuum cleaned and free of dust balls, dirt, and other debris. All glass shall be clean and free of dirt, grime, streaks, watermarks, and spots and shall not be cloudy. Thresholds shall be clean and free of oils, grease, dirt, and grime. Washed glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surrounding interior glass shall be wiped free of drippings and other watermarks.

*Performance Measurement:* The Government will inspect the main lobby, hallways, and entrance ways on a random basis. The Contractor shall correct any performance deficiency within one day of notice from the COR.

4. Drinking fountains shall be free of dirt, stains, watermarks, and all other debris or encrustation. Drinking fountains will be sanitized and present a luster appearance.

*Performance Standard:* The stainless steel surfaces shall be clean and bright, and free of dust spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation. There shall be no mineral or calcium buildup on bubblers.

*Performance Measurement:* The Government will inspect the drinking fountains on a random basis. The Government will inspect the drinking fountains on a random basis. The Contractor shall correct any performance deficiency within one day of notification by the COR.

5. High cleaning surfaces above 70 inches shall be cleaned free of obvious dust and cobwebs biannually. This does not include removal of vents, tiles, or fixtures for accomplishing high cleaning.

*Performance Standard:* Surfaces shall be clean and free of dust.

*Performance Measurement:* The Government will inspect these high cleaning surfaces on a random basis. The Contractor shall correct any performance deficiency within one day of notification by the COR.

6. Kitchen in the Operations Building shall be free of obvious dirt debris and extraneous matter. All Receptacles used for food and debris will be emptied and cleaned. Trash shall be collected daily and transported to the City of Redding Dumpsters located in the parking lot on the south side of the fire cache. Trash containers shall be lined and kept relatively free of trash, dirt, stains, and debris. Counter and sink surfaces shall be daily with a disinfectant cleaner. Surfaces shall maintain a high level of luster, if applicable, and be free of dust, mold, mildew, streaks, rust and encrustation. Molding shall be free of dirt, debris, all types of marks, and foreign matter. Flooring shall be free of dirt, debris and foreign matter, damp mopped as the only method of wet cleaning, using disinfectant cleaner.

*Performance Standard:* Floors shall be clean and free of trash and foreign matter with no dust or dirt left in corners, crevices, molding, and ledges, and be free of streaks, mop strand marks and skipped areas.

*Performance Measurement:* The Government will inspect the kitchen on a random basis. The Contractor shall correct any performance deficiency within one day of notification by the COR.

## INSPECTION AND ACCEPTANCE

**Quality Control Program.** The Contractor shall establish a Quality Control Program to ensure the requirements of the contract are met. It shall be submitted with the offer. The quality control program shall at a minimum, include:

1. An internal inspection system covering all the services performed including a checklist that shall specify areas to be inspected by Contractor personnel, on either a scheduled or unscheduled basis, and the title of the individual(s) who shall do the inspection.
2. A method for identifying deficiencies in the quality of services performed and for proposing any corrective action to be taken.
3. A method for ensuring that all keys and security access codes issued to the Contractor by the Government are not lost, misplaced, and are not used by unauthorized persons.
4. A file of all inspections conducted by the Contractor and the corrective actions taken. This

documentation shall be made available to the Contracting Officer Representative for review upon request.

5. Contractor agrees to document performance of all tasks as scheduled by completing the checklists entitled Exhibit A, Janitorial Checklists.

a. The checklist will be provided to the contractor and posted in an area determined by the U.S. Forest Service, Contracting Officer Representative.

b. The Contractor shall complete the checklists daily as required tasks are accomplished.

c. The Contracting Officer's Representative shall review the completed checklist weekly and provide any feedback to the Contractor,

The Contracting Officer's Representative will schedule with the Contractor, quarterly walk through inspections to evaluate the Contractor's performance.

**Operating Plan.** As part of the offer, and annually thereafter, the Contractor shall submit to the CO an Operating Plan with a schedule of all services to be performed. The schedule shall indicate the time of day, the type of work to be performed and its frequency of performance (daily, weekly, monthly, quarterly, semi-annually, annually), the areas to be worked, and the estimated time to complete the work in each area. The Operating Plan shall also include a list of all cleaning supplies to be used, subject to COR approval. The Contractor shall notify the COR in writing at least 14 calendar days prior to the intended use of any chemicals which include a Material Data Safety Sheet (MSDS), all of which are subject to approval by the COR.

The Contractor shall be directly responsible for instructing employees in utility conservation practices. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by Contractor employees. Lights shall be used only in areas at the time when work is being performed. Water faucets or valves shall be turned off when not in use. Government telephones shall not be used for personal reason, or for any toll or long distance calls. The Contractor shall notify the COR whenever a building deficiency is identified (e.g., chemical spill, leaking pipe, stopped up sink, power outage, doors or other equipment that appear to be working improperly) and post as out of order.

The Contractor shall ensure that all articles of possible or personal or monetary value found by the Contractor's employees are turned into the COR.

The Contractor shall secure the building upon completion of work and close and lock any entry gates.

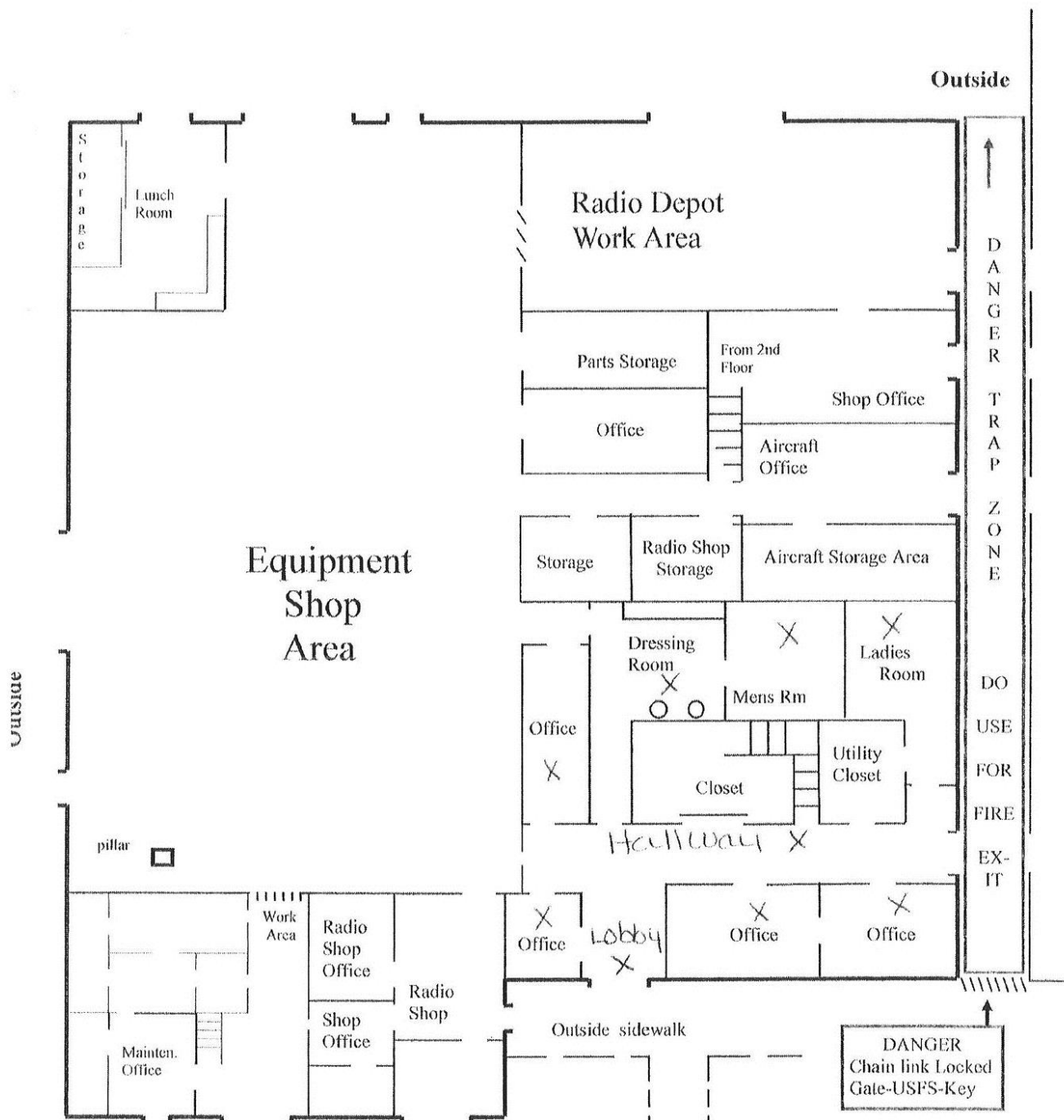
The Contractor shall be responsible for disarming and arming the facility's electronic security system during non business hours when no Government employee is available to do so.

The Contractor shall be charged an activation fee if false alarms are activated during hours of services set by Project Representative.

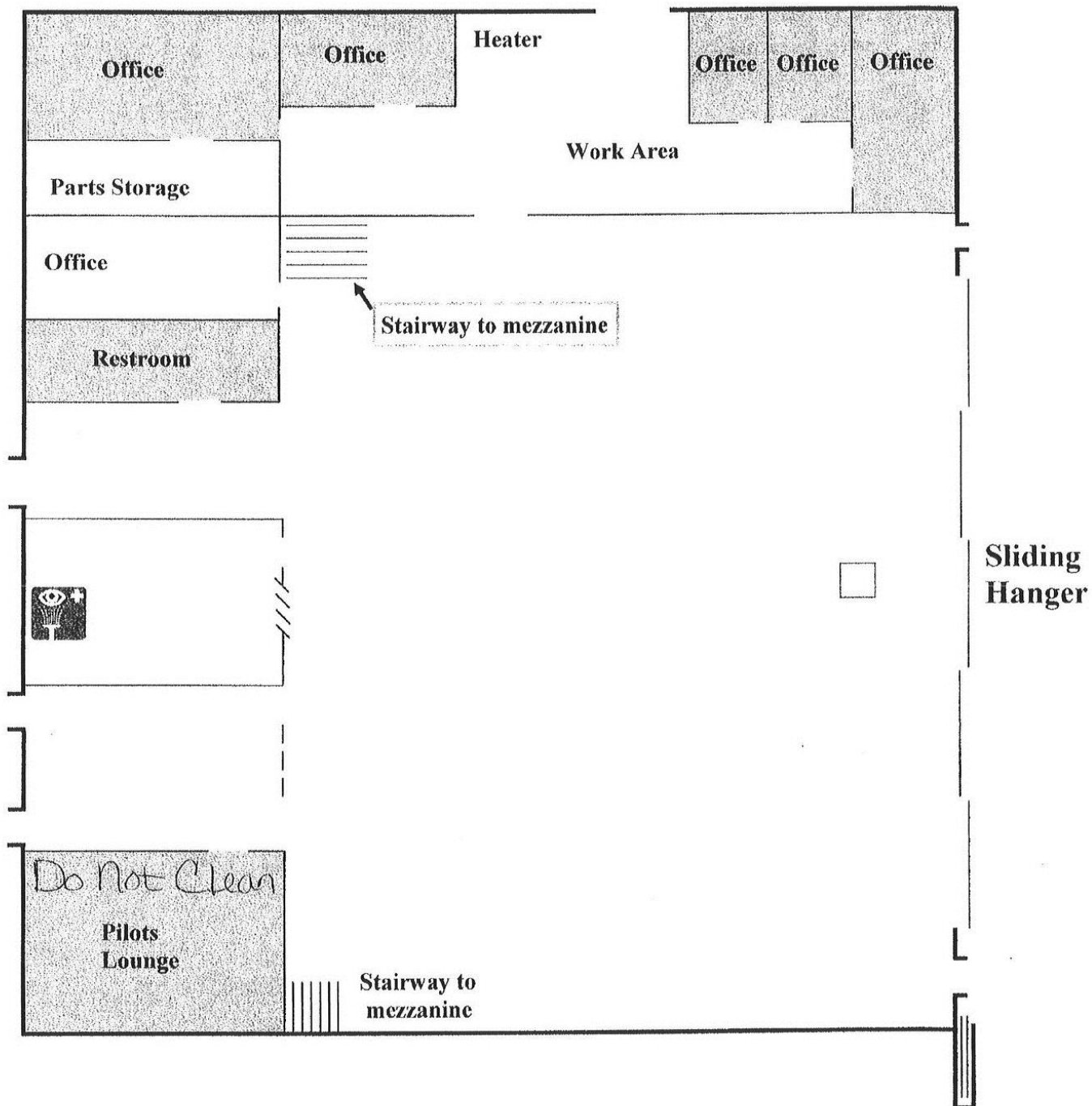
**Wage Determination No. 2015-2055, Revision 3, dated 09/23/16 is applicable.** This may be accessed electronically at [www.wdol.gov](http://www.wdol.gov) or you may request a copy from the contact listed in block 7a. The rate for Janitor is \$14.69 plus health and welfare benefits of \$4.27 per hour.

Date Performed							DAILY TASKS
S	M	T	W	TH	F	S	
							a. Empty all waste baskets and trash cans on the exterior of buildings, including any empty boxes, as needed. (replace plastic trash bags at least weekly)
							b. Put trash in outside dumpsters.
							c. Remove debris from sand urns near outside entrances to buildings.
							d. Dust and wipe down all desks, tables, countertops and/or chairs in conference rooms. Place all chairs neatly in position at the tables.
							e. Dust and wipe down all desks, tables and/or countertops in break room, lunch room and kitchens.
							f. Keep kitchen areas clean and in sanitary condition. Wipe down exterior of refrigerator, stove, microwave and inside cabinet door fronts and backsplashes. <b>This does not include washing dishes.</b>
							g. Thoroughly clean and sanitize <b>all</b> surfaces of bathrooms with disinfectant, refill all dispensers, remove hair and debris from shower drain covers.
							h. Sweep or dust <b>all</b> tile and linoleum floors, including classrooms. Damp mop, if needed and buff as needed to maintain luster.
							i. Turn off all office area lights, except reception area when leaving.
							j. <b>LOCK</b> all entry doors when leaving.
Date Performed							WEEKLY TASKS
							a. Vacuum all carpets.
							b. Sweep or vacuum rear stairs.
							c. Wash down all walls and ceilings in bathrooms.
							d. Dust windowsills, door casings, venetian blinds, tops of partitions and ledges, filing cabinets.
							e. Remove cobwebs from ceiling and other areas.
							f. Spot clean doors, door casings and walls.
							g. Wash drinking fountains.
							h. Every Friday evening (or Saturday or Sunday), dust chalkboards and whiteboards trays in classrooms and conference rooms. Clean chalkboard surfaces with wet cloth and clean whiteboard surfaces with cleaner, <b><u>UNLESS THEY ARE MARKED "DO NOT ERASE"</u></b> . Clean chalkboard erasers.
Date Performed							MONTHLY TASKS
							a. Damp mop uncarpeted rear stairs.
							b. Clean all windows inside.
							c. Clean all glass doors inside and out.
Date Performed							EVERY SIX MONTHS
							a. Strip wax from all floors and apply new wax and restorer as necessary.
Date Performed							MISCELLENOUS (As Requested by Contracting Officer Representative)
							a. Spot clean carpets.
							b. Clean wood paneling.

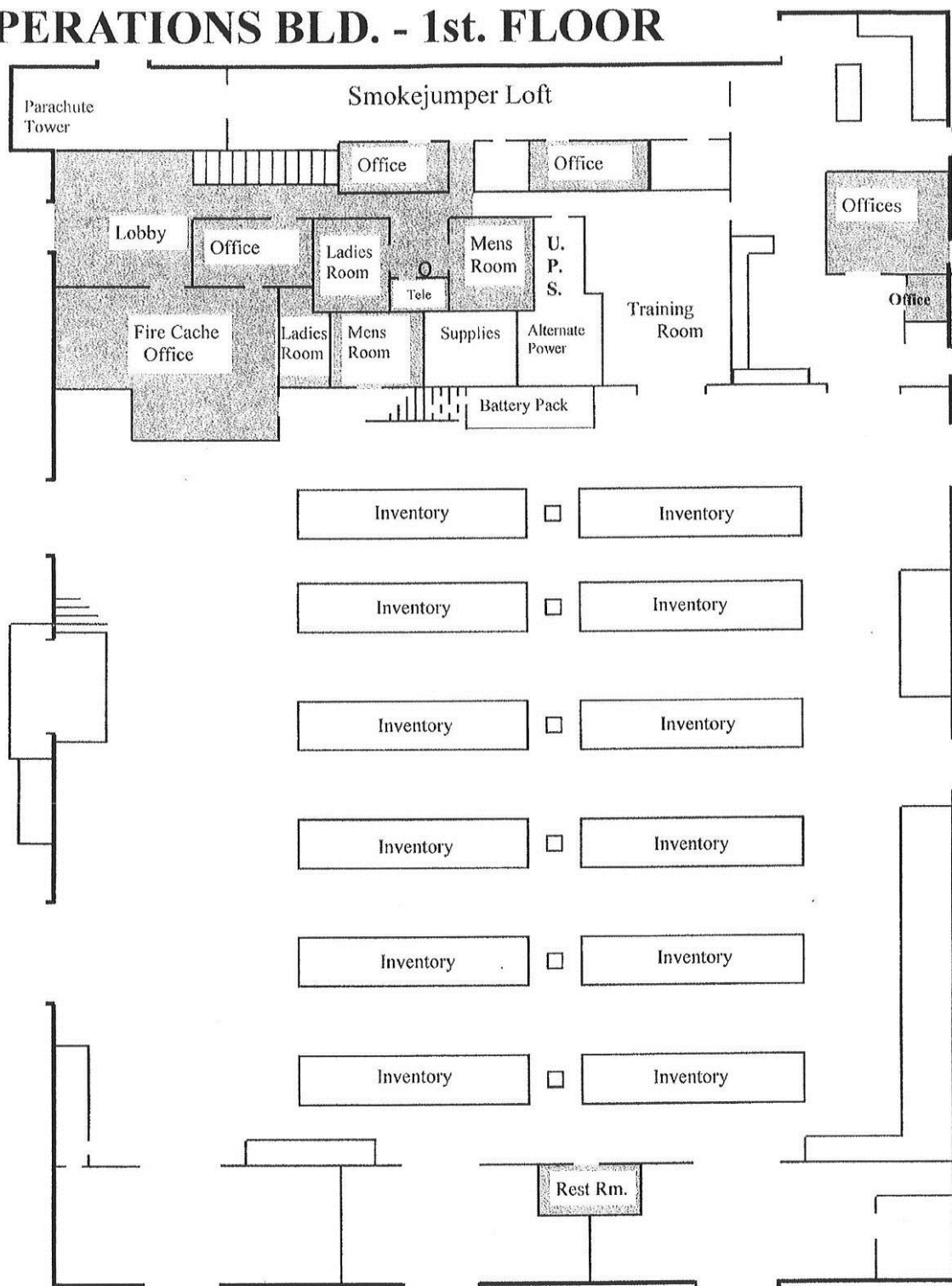
# Aviation Unit - 1st FLOOR



# USFS AIRCRAFT HANGER



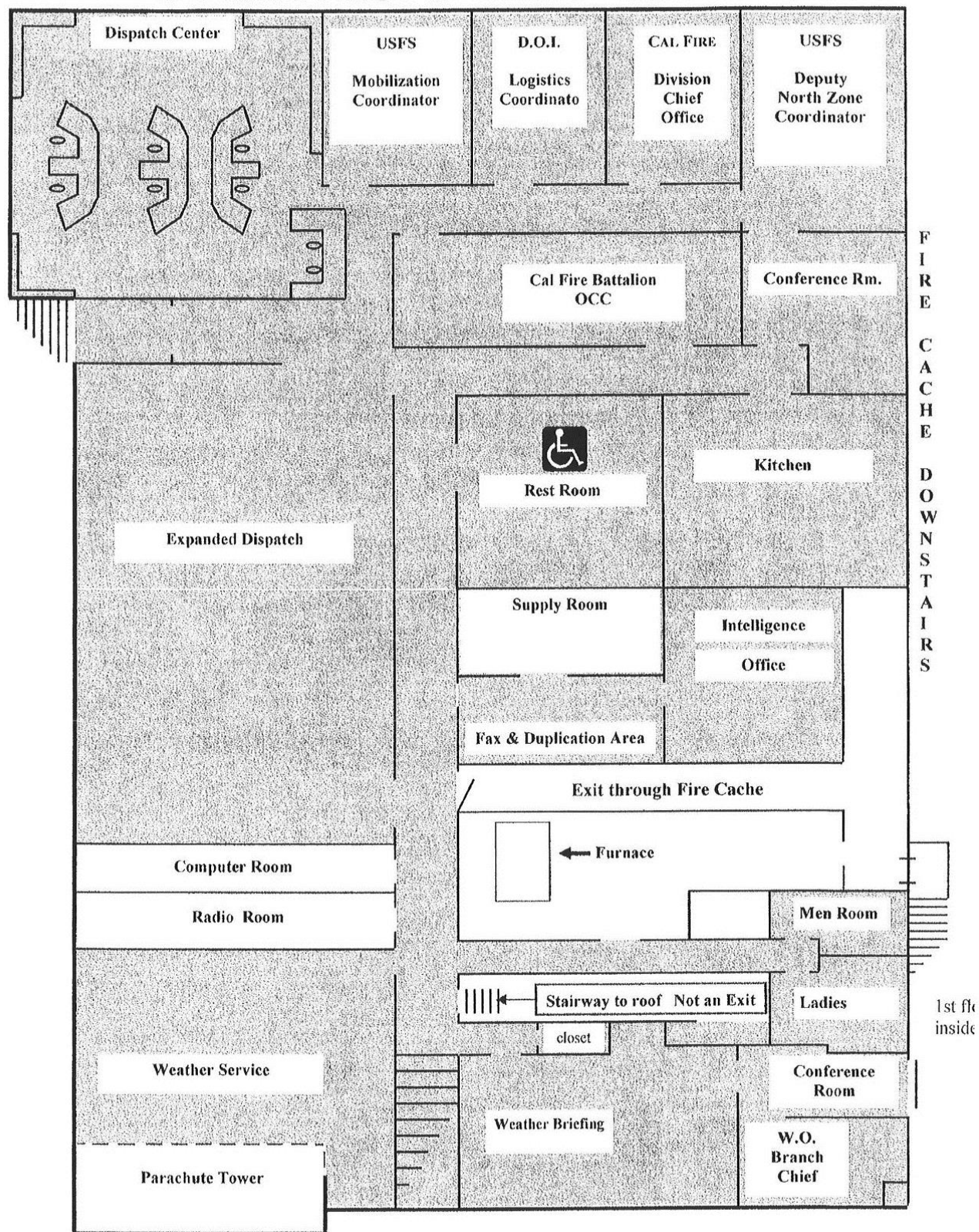
# OPERATIONS BLD. - 1st. FLOOR



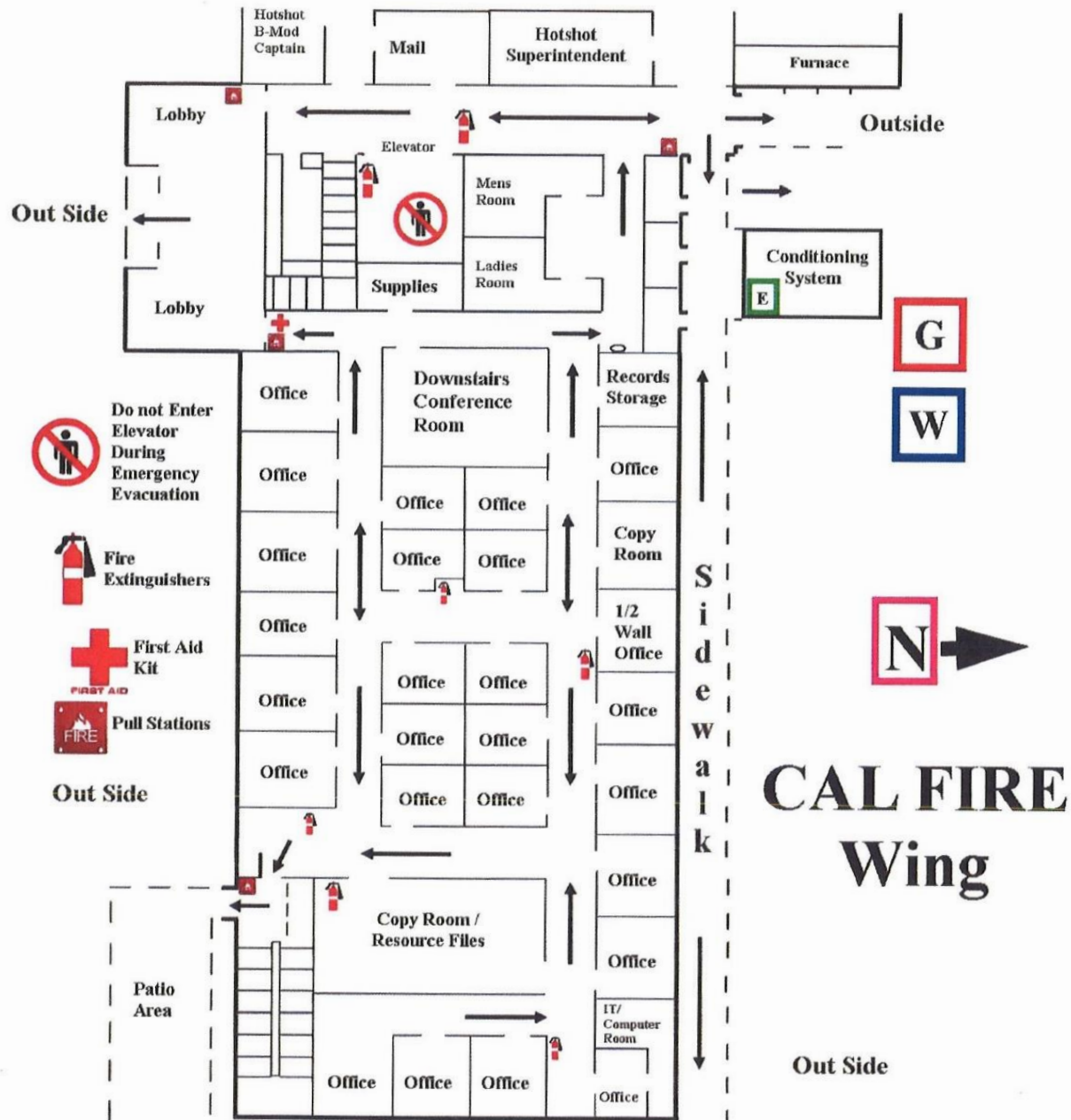
← Area to be cleaned

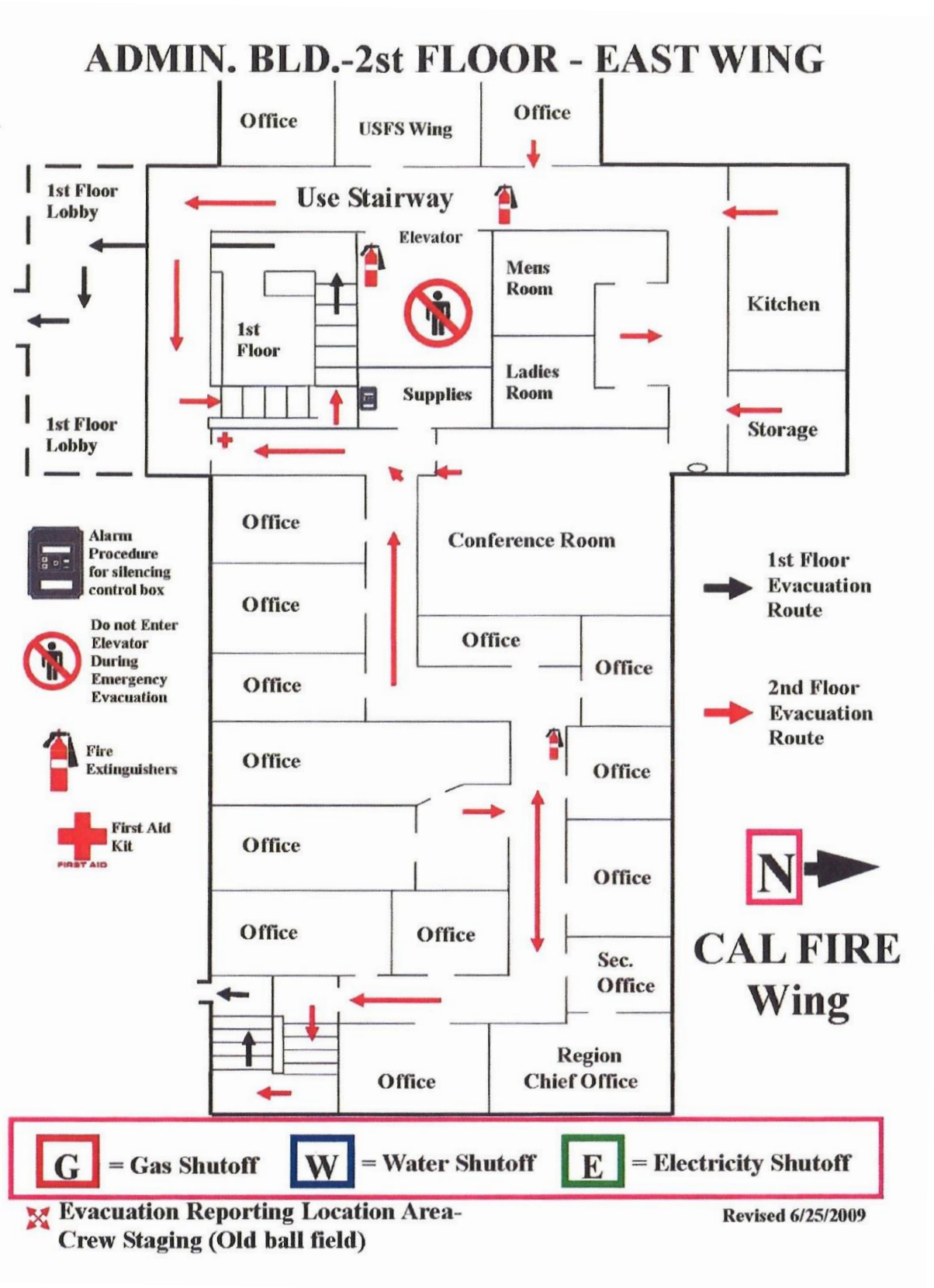


## OPERATIONS BLD. - 2nd FLOOR



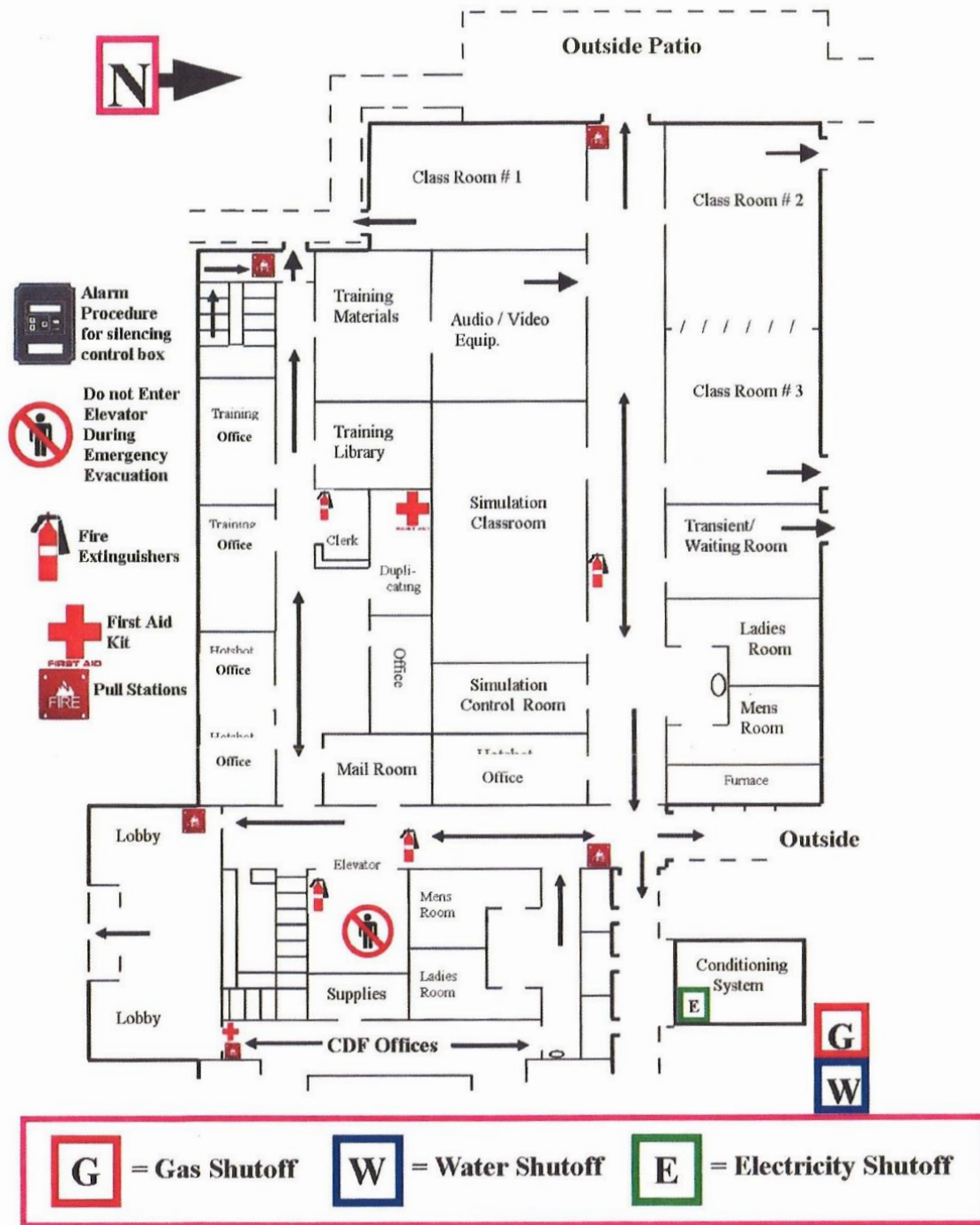
# ADMIN. BLD.-1st FLOOR - EAST WING





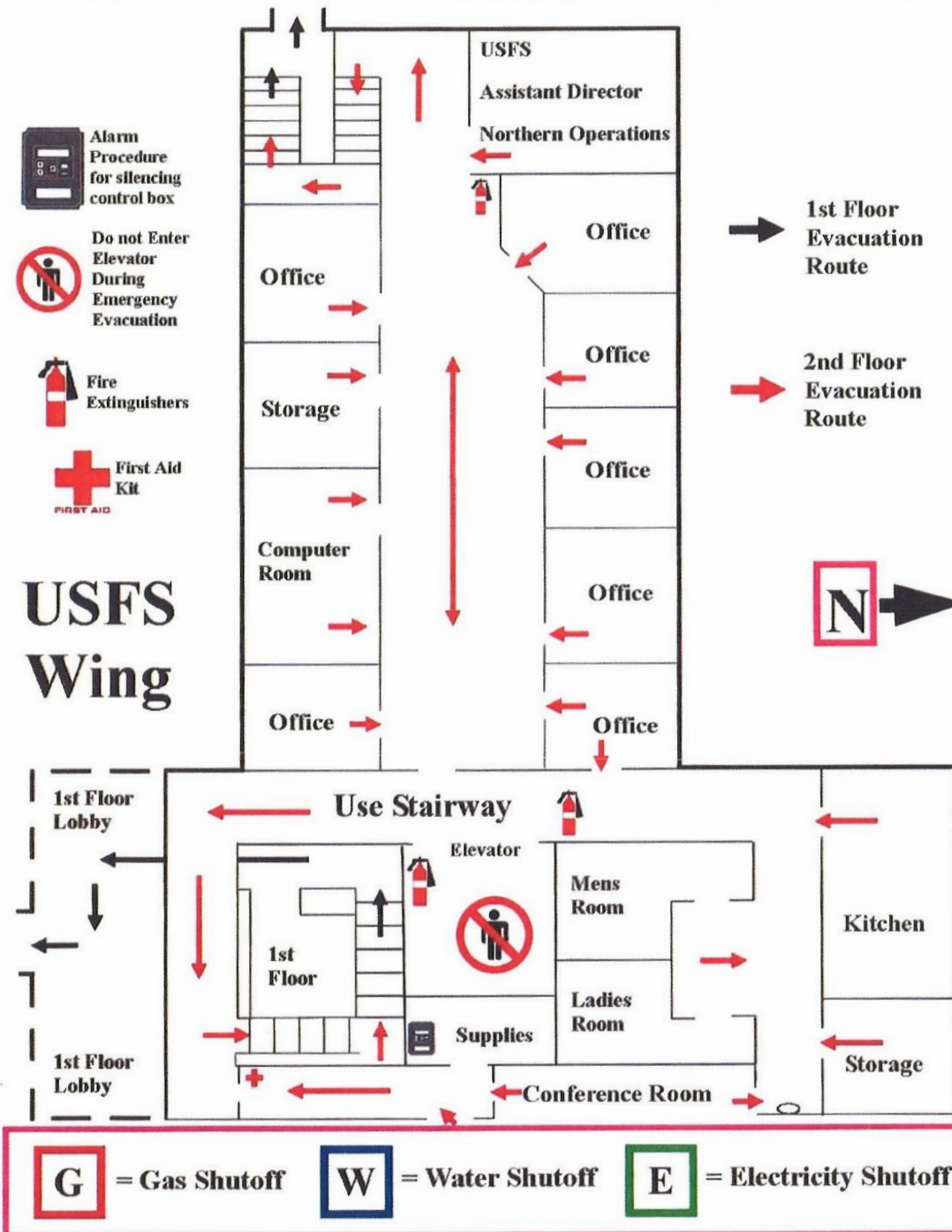


# ADMIN. BLD.-1st FLOOR - WEST WING



✠ Evacuation Reporting Location Area-  
Crew Staging (Old ball field)

Revised 6/25/2009



**Evacuation Reporting Location Area-  
Crew Staging (Old ball field)**

Revised 6/25/2009

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)**

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

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

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

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

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

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

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

(g) Invoice.

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).

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

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

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [subpart 32.8](#), Assignment of Claims).

Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(u) Unauthorized Obligations

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

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

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

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

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

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (May 2014). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions. (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also

be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting



documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

**ADDENDUM TO FAR 52.212-4**

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

- 52.223-2 Affirmative Procurement of Biobased Products Under Service And Construction Contracts (Jul 2012)  
(<http://www.usda.gov/biopreferred>)
- 52.223-3 Hazardous Material Identification Material Safety Data (JAN 1997)
- 52.223-10 Waste Reduction Program (MAY 2011)
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction  
Contracts (MAY 2008)

**AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Performance Statement of Work, Investigation plan and Quality Assurance Surveillance Plan.

**AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)**

The period of performance of this contract is from the effective date of the Notice to Proceed through September 30, 2017. The estimated start date is December 1, 2016.

**FAR 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 the prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided 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 4 years.



**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOVEMBER 2016)**

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_\_ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- \_\_\_ (13) [Reserved]
- ☒ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ☒ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ☒ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ☒ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ☒ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- ☒ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_\_\_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

\_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

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

\_\_\_ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

\_\_\_ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_\_ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

\_\_\_ (47) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_\_\_ (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

☒ (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

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

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

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

- ☒ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- ☒ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- \_\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
  - (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
  - (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
  - (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
  - (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
  - (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
  - (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xi)  
[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
  - (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
  - (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
  - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
  - (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**ADDENDUM TO FAR 52.212-5**

The following clause(s) are hereby incorporated by reference or full text as appropriate:

- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.223-1 Biobased Product Certification (DEC 2007)
- 52.223-4 Recovered Material Certification (MAY 2008)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

**AGAR 452.209 – 70 DELINQUENT TAX LIABILITY OR A FELONY CONVICTION – ALTERNATE 1 (FEB 2012)**

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

(b) The Offeror represents that—

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

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

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

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

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

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

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it-

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WD 15-2055 (Rev.-3) was first posted on www.wdol.gov on 10/04/2016

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-2055
Director	Wage Determinations		Revision No.: 3
			Date Of Revision: 09/23/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: California

Area: California Counties of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yuba

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		25.83
01035 - Court Reporter		20.96
01051 - Data Entry Operator I		15.96
01052 - Data Entry Operator II		17.42
01060 - Dispatcher, Motor Vehicle		18.84
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		13.29
01112 - General Clerk II		14.50
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		12.25
01191 - Order Clerk I		14.88
01192 - Order Clerk II		16.24
01261 - Personnel Assistant (Employment) I		17.40
01262 - Personnel Assistant (Employment) II		19.46
01263 - Personnel Assistant (Employment) III		21.69
01270 - Production Control Clerk		21.81
01290 - Rental Clerk		16.57
01300 - Scheduler, Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39
01320 - Service Order Dispatcher		17.35



01410 - Supply Technician	25.83
01420 - Survey Worker	18.84
01460 - Switchboard Operator/Receptionist	14.72
01531 - Travel Clerk I	13.87
01532 - Travel Clerk II	14.94
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.68
01612 - Word Processor II	16.48
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.71
05010 - Automotive Electrician	21.36
05040 - Automotive Glass Installer	20.24
05070 - Automotive Worker	20.24
05110 - Mobile Equipment Servicer	17.99
05130 - Motor Equipment Metal Mechanic	22.49
05160 - Motor Equipment Metal Worker	20.24
05190 - Motor Vehicle Mechanic	20.99
05220 - Motor Vehicle Mechanic Helper	16.87
05250 - Motor Vehicle Upholstery Worker	19.11
05280 - Motor Vehicle Wrecker	20.24
05310 - Painter, Automotive	21.36
05340 - Radiator Repair Specialist	20.24
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	22.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	13.92
07042 - Cook II	16.01
07070 - Dishwasher	10.27
07130 - Food Service Worker	10.39
07210 - Meat Cutter	18.28
07260 - Waiter/Waitress	11.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.40
09040 - Furniture Handler	12.60
09080 - Furniture Refinisher	18.40
09090 - Furniture Refinisher Helper	14.53
09110 - Furniture Repairer, Minor	16.47
09130 - Upholsterer	18.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.22
11060 - Elevator Operator	12.51
11090 - Gardener	16.37
11122 - Housekeeping Aide	13.76
11150 - Janitor	14.69
11210 - Laborer, Grounds Maintenance	13.40
11240 - Maid or Houseman	10.40
11260 - Pruner	13.31
11270 - Tractor Operator	15.37
11330 - Trail Maintenance Worker	13.40
11360 - Window Cleaner	15.21
12000 - Health Occupations	
12010 - Ambulance Driver	17.11
12011 - Breath Alcohol Technician	17.11
12012 - Certified Occupational Therapist Assistant	25.69
12015 - Certified Physical Therapist Assistant	27.25
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	41.99
12030 - EKG Technician	25.68

12035 - Electroneurodiagnostic Technologist	25.68
12040 - Emergency Medical Technician	16.57
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59
12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	15.17
12130 - Medical Laboratory Technician	18.62
12160 - Medical Record Clerk	17.10
12190 - Medical Record Technician	19.12
12195 - Medical Transcriptionist	19.08
12210 - Nuclear Medicine Technologist	42.90
12221 - Nursing Assistant I	12.41
12222 - Nursing Assistant II	13.95
12223 - Nursing Assistant III	15.53
12224 - Nursing Assistant IV	17.44
12235 - Optical Dispenser	16.41
12236 - Optical Technician	15.75
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.44
12305 - Radiologic Technologist	29.94
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II, Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III, Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	26.71
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	17.11
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.02
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.18
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.02
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.36
15020 - Aircrew Training Devices Instructor (Rated)		42.77
15030 - Air Crew Training Devices Instructor (Pilot)		51.27
15050 - Computer Based Training Specialist / Instructor		35.36
15060 - Educational Technologist		37.05
15070 - Flight Instructor (Pilot)		51.27
15080 - Graphic Artist		24.56
15090 - Technical Instructor		21.60
15095 - Technical Instructor/Course Developer		26.48
15110 - Test Proctor		17.84
15120 - Tutor		17.84
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.76
16030 - Counter Attendant		9.76
16040 - Dry Cleaner		13.10
16070 - Finisher, Flatwork, Machine		9.76
16090 - Presser, Hand		9.76
16110 - Presser, Machine, Drycleaning		9.76
16130 - Presser, Machine, Shirts		9.76
16160 - Presser, Machine, Wearing Apparel, Laundry		9.76
16190 - Sewing Machine Operator		14.22
16220 - Tailor		15.33
16250 - Washer, Machine		10.85
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.22
19040 - Tool And Die Maker		24.08
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.22
21030 - Material Coordinator		21.81
21040 - Material Expediter		21.81
21050 - Material Handling Laborer		15.20
21071 - Order Filler		15.43
21080 - Production Line Worker (Food Processing)		19.22
21110 - Shipping Packer		14.55
21130 - Shipping/Receiving Clerk		14.55
21140 - Store Worker I		12.62
21150 - Stock Clerk		17.17
21210 - Tools And Parts Attendant		19.22
21410 - Warehouse Specialist		19.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.72
23021 - Aircraft Mechanic I		27.16
23022 - Aircraft Mechanic II		28.72
23023 - Aircraft Mechanic III		30.30
23040 - Aircraft Mechanic Helper		19.32
23050 - Aircraft, Painter		26.71
23060 - Aircraft Servicer		22.45
23080 - Aircraft Worker		24.04
23110 - Appliance Mechanic		21.79
23120 - Bicycle Repairer		14.98
23125 - Cable Splicer		31.25
23130 - Carpenter, Maintenance		24.82
23140 - Carpet Layer		21.75
23160 - Electrician, Maintenance		23.81
23181 - Electronics Technician Maintenance I		24.99
23182 - Electronics Technician Maintenance II		26.33

23183 - Electronics Technician Maintenance III	31.66
23260 - Fabric Worker	20.51
23290 - Fire Alarm System Mechanic	22.29
23310 - Fire Extinguisher Repairer	19.08
23311 - Fuel Distribution System Mechanic	24.98
23312 - Fuel Distribution System Operator	19.39
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	27.16
23381 - Ground Support Equipment Servicer	22.45
23382 - Ground Support Equipment Worker	24.04
23391 - Gunsmith I	19.08
23392 - Gunsmith II	21.94
23393 - Gunsmith III	24.82
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.54
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.90
23430 - Heavy Equipment Mechanic	23.20
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	28.78
23465 - Laboratory/Shelter Mechanic	23.39
23470 - Laborer	15.13
23510 - Locksmith	20.24
23530 - Machinery Maintenance Mechanic	26.16
23550 - Machinist, Maintenance	21.00
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	28.78
23592 - Metrology Technician II	30.43
23593 - Metrology Technician III	32.11
23640 - Millwright	27.90
23710 - Office Appliance Repairer	20.46
23760 - Painter, Maintenance	21.23
23790 - Pipefitter, Maintenance	24.67
23810 - Plumber, Maintenance	23.43
23820 - Pneudraulic Systems Mechanic	22.92
23850 - Rigger	24.82
23870 - Scale Mechanic	21.94
23890 - Sheet-Metal Worker, Maintenance	26.08
23910 - Small Engine Mechanic	20.27
23931 - Telecommunications Mechanic I	26.97
23932 - Telecommunications Mechanic II	28.53
23950 - Telephone Lineman	25.38
23960 - Welder, Combination, Maintenance	22.92
23965 - Well Driller	24.82
23970 - Woodcraft Worker	24.82
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.80
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.02
24620 - Family Readiness And Support Services Coordinator	16.67
24630 - Homemaker	17.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.35
25040 - Sewage Plant Operator	26.17
25070 - Stationary Engineer	27.35
25190 - Ventilation Equipment Tender	19.44
25210 - Water Treatment Plant Operator	26.17
27000 - Protective Service Occupations	

27004 - Alarm Monitor	23.80
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	27.37
27010 - Court Security Officer	27.60
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	27.37
27070 - Firefighter	24.10
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	32.38
27132 - Police Officer II	36.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.70
28042 - Carnival Equipment Repairer	13.53
28043 - Carnival Worker	10.27
28210 - Gate Attendant/Gate Tender	13.96
28310 - Lifeguard	11.79
28350 - Park Attendant (Aide)	15.61
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.34
28630 - Sports Official	12.43
28690 - Swimming Pool Operator	16.90
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.29
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.07
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.74
30023 - Archeological Technician III	28.16
30030 - Cartographic Technician	28.16
30040 - Civil Engineering Technician	27.13
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.34
30064 - Drafter/CAD Operator IV	31.19
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	18.93
30083 - Engineering Technician III	21.17
30084 - Engineering Technician IV	26.23
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.82
30090 - Environmental Technician	23.61
30210 - Laboratory Technician	19.51
30240 - Mathematical Technician	28.16
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30390 - Photo-Optics Technician	28.16
30461 - Technical Writer I	24.40
30462 - Technical Writer II	29.85
30463 - Technical Writer III	36.10
30491 - Unexploded Ordnance (UXO) Technician I	24.34
30492 - Unexploded Ordnance (UXO) Technician II	29.44

30493 - Unexploded Ordnance (UXO) Technician III	35.29
30494 - Unexploded (UXO) Safety Escort	24.34
30495 - Unexploded (UXO) Sweep Personnel	24.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.34
30621 - Weather Observer, Senior	(see 2) 27.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.45
31030 - Bus Driver	17.68
31043 - Driver Courier	13.82
31260 - Parking and Lot Attendant	10.25
31290 - Shuttle Bus Driver	14.93
31310 - Taxi Driver	11.57
31361 - Truckdriver, Light	14.93
31362 - Truckdriver, Medium	18.52
31363 - Truckdriver, Heavy	20.48
31364 - Truckdriver, Tractor-Trailer	20.48
99000 - Miscellaneous Occupations	
99030 - Cashier	11.97
99050 - Desk Clerk	11.35
99095 - Embalmer	23.02
99251 - Laboratory Animal Caretaker I	11.89
99252 - Laboratory Animal Caretaker II	12.85
99310 - Mortician	25.00
99410 - Pest Controller	16.38
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	21.81
99711 - Recycling Specialist	26.05
99730 - Refuse Collector	19.70
99810 - Sales Clerk	12.32
99820 - School Crossing Guard	12.11
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	13.92
99841 - Vending Machine Repairer	16.61
99842 - Vending Machine Repairer Helper	13.92

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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.