

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 1168245		PAGE OF 1 2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1240LP26Q0075		6. SOLICITATION ISSUE DATE 05/13/2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME STEVEN DAHLGREN			b. TELEPHONE NUMBER (No collect calls) 906-428-5800 x5895		8. OFFER DUE DATE/LOCAL TIME 05/22/2026 1700 MT	
9. ISSUED BY USDA-FS CSA INTERMOUNTAIN 4 324 25TH ST OGDEN UT 84401-2310				CODE 40LP	10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561790 SIZE STANDARD: \$9			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ☐ ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)		
15. DELIVER TO USDA FOREST SERVICE DILLON RANGER DISTRICT PO BOX 620 SILVERTHORNE CO 80498-0620				CODE 82Y5	16. ADMINISTERED BY USDA-FS CSA INTERMOUNTAIN 4 324 25TH ST OGDEN UT 84401-2310			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	THIS SOLICITATION IS FOR SNOW REMOVAL/PLOWING SERVICES FOR THE DILLON RANGER DISTRICT OFFICE IN THE WHITE RIVER NATIONAL FOREST. DELIVER TO: USDA FOREST SERVICE WHITE RIVER NATIONAL FOREST DILLON RANGER DISTRICT 680 BLUE RIVER PARKWAY SILVERTHORNE, CO 80498 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)		
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.								
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.								
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	
				STEVEN M. DAHLGREN				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	CONTRACT COR: STEVEN SMITH 970-262-3486 STEVEN.SMITH3@USDA.GOV CONTRACTING OFFICER: STEVEN DAHLGREN STEVEN.DAHLGREN@USDA.GOV Delivery: 08/01/2026 Period of Performance: 08/01/2026 to 07/31/2027 FY26/27 Snow plowing services at the USDA/USFS/R2/WRNF/ Dillon Ranger District office building parking lot	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

**Dillon Ranger District Office Snow Removal/Plowing
1240LP26Q0075**

Description -

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation. Quotations are being requested and a separate written solicitation will not be issued.

Solicitation number 1240LP26Q0075 is issued as a Request for Quotation (RFQ) for This is a non-personnel services contract to provide Snow Plowing, Snow Shoveling, and Snow Removal. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 561790 The small business size standard is \$9M. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

Statement of Requirement -

Remove excessive snow from parking lots and sidewalks with the use of snowplows, snow throwing devices, snow shovels, apply U.S. Government approved ice melt product to sidewalks. Result of the services performed is a neat, safe, and professional-looking site representing the United States Forest Service to the public.

Schedule of Items

CLIN	Description	Estimated Quantity	Pay Unit	Unit Cost	Total
0001	Base Year – Snow Removal/Plowing	1	LS	\$	\$
0002	Option Year 1 – Snow Removal/Plowing	1	LS	\$	\$
0003	Option Year 2 – Snow Removal/Plowing	1	LS	\$	\$
0004	Option Year 3 – Snow Removal/Plowing	1	LS	\$	\$
0005	Option Year 4 – Snow Removal/Plowing	1	LS	\$	\$
TOTAL					\$

Attachments

- Attachment 1: Performance Work Statement
- Attachment 2: QASP
- Attachment 3: Wage Determination

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Project Location

Project locations are listed in:

Attachment 1 – Performance Work Statement

**Federal Acquisition Regulation (FAR) and United States Department of Agriculture
Acquisition Regulation (AGAR) Clauses and Provisions**

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

- 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
 ☐ Alternate I (Nov 2025) of 52.212-4

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance.* Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):

- ☐ FAR 52.243-4, Changes (Nov 2025)
 - ☐ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)
- 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.222-50 Combating Trafficking in Persons (Nov 2025)
 ☐ Alternate I (Nov 2025) of 52.222-50
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

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- 52.233-3 Protest After Award (Sep 2025)
- 52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
- 52.240-91 Security Prohibitions and Exclusions (Nov 2025)
 - ☐ Alternate I (Nov 2025) of 52.240-91
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

- ☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
- ☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
- ☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
- ☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
- ☐ 52.204-91 Contractor identification (Nov 2025)
- ☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
- ☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
- ☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
 - ☐ Alternate I (Mar 2020).
- ☐ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
- ☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
 - ☐ Alternate III (Nov 2025) of 52.219-9.
 - ☐ Alternate IV (Nov 2025) of 52.219-9
- ☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
- ☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
- ☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
- ☐ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
 - ☐ Alternate I (Jul 2014) of 52.222-35
- ☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
 - ☐ Alternate I (Jul 2014) of 52.222-36
- ☐ 52.222-37 Employment Reports on Veterans (Nov 2025)
- ☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- ☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
- ☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

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Employee Class	Monetary Wage -- Fringe Benefits
Laborer	\$20.99

- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
- ☐ 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)
- ☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
- ☐ 52.222-54 Employment Eligibility Verification (Nov 2025)
- ☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- ☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
- ☐ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
 - ☐ Alternate I (May 2008) of 52.223-9
- ☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
- ☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
- ☐ 52.223-23 Sustainable Products and Services (Nov 2025)
- ☐ 52.224-3 Privacy Training (Jan 2017)
 - ☐ Alternate I (Jan 2017) of 52.224-3
- ☐ 52.225-1 Buy American-Supplies (Nov 2025)
 - ☐ Alternate I (Oct 2022) of 52.225-1
- ☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
 - ☐ Alternate II (Nov 2025) of 52.225-3.
 - ☐ Alternate III (Nov 2025) of 52.225-3.
 - ☐ Alternate IV (Oct 2022) of 52.225-3
- ☐ 52.225-5 Trade Agreements (Nov 2023)
- ☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
- ☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)

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- ☐ 52.229-12 Tax on Certain Foreign Procurements
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
- ☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
- ☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
- ☐ 52.232-36 Payment by Third Party (Nov 2025)
- ☐ 52.240-92 Security Requirements (Nov 2025)
 - ☐ Alternate II (Nov 2025) of 52.240-92
- ☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
- ☐ 52.242-13 Bankruptcy (July 1995)
- ☐ 52.246-21 Warranty of Construction (Mar 1994)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
 - ☐ Alternate I (Apr 2023) of 52.247-64.
 - ☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 30 Calendar days prior to contract expiration and 60 days
(c) five years and 6 months.

AGAR Clauses

- 452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

- (a) By entering into this contract, the contractor certifies that:
- (1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
 - (2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.
- (b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not

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limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

- (1) Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.
- (2) Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are

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void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

- (1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
- (2) Requires the Government to indemnify the contractor or any other entity.
- (3) Restricts the Government's ability to obtain similar supplies or services from another source.
- (4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
- (5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
- (6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
- (7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
- (8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
- (9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
- (10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.
- (11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
- (12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

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- (13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.
 - (14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.
 - (15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.
 - (16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.
 - (17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
 - (18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.
 - (19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
 - (20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
 - (21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.
- (e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
- (f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
- (g) Law and disputes. The supplier agreement is governed by Federal law.
- (h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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- (i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
- (j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.
- (k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).
- (l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.
- (m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.
- (n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.
- (p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.
- (q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.
- (r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

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(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)

(a) If unliquidated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than \$1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non-cost-reimbursement contracts, if more than \$1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

Solicitation Information

Award Type

It is anticipated that a Firm-Fixed Priced Purchase Order with 1 Base Year and 4 Option Years, not to exceed 5 Years will be awarded as a result of this synopsis/solicitation.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Period of Performance

01 Aug 2026 – 31 July 2027, base year. Services must be started on the beginning of the period of performance for the base year or applicable option year period.

Organized Site Visit

If a site visit is requested, it must be done through the contract COR, Steven Smith, who can be reached at 970-262-3486 or Steven.Smith3@usda.gov.

Evaluation and Basis for Award

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services

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is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

Technical Approach:

The technical approach will evaluate the ability of the offeror to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

- Ability of the offeror to meet the schedule requirements listed in the Statement of Work (SOW).
- Detailed explanation of any requirement listed in the SOW that cannot be successfully accomplished by the offeror.

Price:

The offeror shall provide pricing as requested in the Schedule of Items on page **1** of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Past Performance:

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. Past Performance will be evaluated using the following rating system:

- Acceptable: The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.
- Neutral: Offeror does not have a past performance record.
- Unacceptable: The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Evaluation Method:

All quotations will be evaluated to identify the offeror presenting the most technically advantageous solution based on the stated evaluation criteria. Once the highest technically rated offeror is identified, their price will be evaluated to determine whether it is fair and reasonable. Past performance will also be assessed to ensure it is acceptable or neutral.

Award will be made to the offeror whose proposal is determined to be the highest technically rated, provided that:

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- The proposed price is fair and reasonable, and
- Past performance is assessed as acceptable or neutral.

Award will not necessarily be made to the lowest-priced offeror. Tradeoffs will not be conducted.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.

The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions

Questions shall be submitted via email to Steven.Dahlgren@usda.gov and are due no later than May 22, 2026, at 5:00 PM Mountain Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
- 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

- ☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
- ☐ 52.204-90 Offeror Identification (Nov 2025)

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- ☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
- ☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
- ☐ 52.219-2 Equal Low Bids (Nov 2025)
- ☐ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
- ☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- ☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment—Certification (Nov 2025)
- ☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services—Certification (Nov 2025)
- ☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
- ☐ 52.223-4 Recovered Material Certification (May 2008)
- ☐ 52.225-2 Buy American Certificate (Oct 2022)
- ☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
- ☐ 52.225-6 Trade Agreements—Certificate (Feb 2021)
- ☐ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
 - ☐ Alternate I (May 2014) of 52.225-10
- ☐ 52.225-12 Notice of Buy American Requirement—Construction Materials under Trade Agreements (May 2014)
 - ☐ Alternate I (May 2014) of 52.225-12
 - ☐ Alternate II (Nov 2023) of 52.225-12
- ☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
- ☐ 52.228-1 Bid Guarantee (Sep 1996)
- ☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)

AGAR Provisions

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

(a) By submission of its offer, the offeror certifies that:

- (1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
- (2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-

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discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

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Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.

USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the USDA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

PERFORMANCE WORK STATEMENT (PWS)

Dillon Ranger District Snow Removal

Part 1 - General Information

1. **GENERAL:** This is a non-personnel services contract to provide Snow Plowing, Snow Shoveling, and Snow Removal. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, tools, materials, transportation, employee training, subscriptions, and insurance as specified herein. Training and performance of this contract shall include and comply with all applicable OSHA, EPA, local, State and Federal codes, mandates, and standards. Supplies and materials shall be of a quality and type customarily utilized by current industry standards and equipment ratings and shall be subject to the approval of the Contracting Officer (CO) or Contracting Officer's Representative (COR) (industry standards only applicable where they do not violate any of the afore-mentioned codes/mandates). The Contractor shall at all times provide adequate supervision of employees ensuring all required services are accomplished in accordance with the terms and conditions of the contract. Contractor shall ensure all tasks associated with this contract are accomplished with emphasis to ensure the safety of all individuals at the service locations with no damage to U.S. Government property.

1.2 Background: The USDA - Region 2 - White River National Forest - Dillon Ranger District is in need of snow plowing, snow shoveling, and snow removal services at the Dillon Ranger District office located at 680 Blue River Parkway, Silverthorne, CO 80498.

1.3 **Objectives:** Remove excessive snow from parking lots and sidewalks with the use of snowplows, snow throwing devices, snow shovels, apply U.S. Government approved ice melt product to sidewalks. Result of the services performed is a neat, safe, and professional-looking site representing the United States Forest Service to the public.

1.4 Scope: Remove excessive snow from parking lots and sidewalks as needed.

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months. The Period of Performance reads as follows:

BASE YEAR: 01 August 2026 – 31 July 2027

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The contractor

shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure themselves that their work complies with the requirement of the contract. Within 30 days after contract award or with the contractor's proposal if it is an evaluation factor, three copies of a comprehensive written QCP shall be submitted to the CO and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to the QC system.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Federal Holidays: Contractor is not required to perform services on these days. If Snowfall does occur on a Federal Holiday, snow removal shall still be completed prior to 7:00 a.m. of the next business day.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth National Independence Day	Christmas Day
Independence Day	

1.6.4 Hours of Operation:

For snow removal, plowing and shoveling will be completed by 7:00 am , 7 days per week, within the performance period identified in 5.1.1.

The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at the Dillon Ranger District office located at 680 Blue River Pkwy, Silverthorne, CO 80498.

See Technical Exhibit 2 for an illustration of the site.

1.6.6 Type of Contract: The government will award a Firm Fixed Price award.

1.6.7 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer (CO), Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems being experienced, if any. Appropriate action shall be taken to resolve outstanding issues. These

meetings shall be at no additional cost to the government.

1.6.8 Contracting Officer Representative (COR): The COR will be identified separately from the PWS. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.9 Identification of Contractor Employees: All contract personnel working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.10 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.11 Security: The Contractor shall report any hazardous conditions to the COR, turn in lost and found articles to the COR. Contractor shall report any items in need of repair to the COR. In the event that there is an onsite emergency and the premises need to be evacuated, the Contractor's employees shall comply with the evacuation as directed by the competent authority, such as the COR, law enforcement officers, or fire officials.

1.6.12 Contract Authority: Except as specified herein, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. In the event the contract administration is transferred to a new Contracting Officer, notification to all parties concerned shall be provided within 30 days of the change.

1.6.13 Biobased Products: The Contractor shall comply with the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)) as required under the clause - 52.223-1 Biobased Product Certification and 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (see Section I).

1.6.13.1 Use of biobased products: The use of biobased products by prospective offerors shall be utilized over any non-biobased product of equal value.

1.6.13.2 Examples of acceptable Biobased products: A complete list of acceptable Biobased products can be found at: www.biopREFERRED.gov. Following is an example list of products that may be used in this contract for which biobased products are available. **The list is an example only and is not all inclusive.** It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

- 2-cycle engine oil
- Penetrating lubricants
- Absorbents
- Diesel fuel additives
- De-icers

1.6.14 Invoicing: As of February 1st, 2008 the FS utilizes the Invoice Processing Platform (IPP) www.ipp.gov for the electronic submission and tracking of purchase orders, invoices, and payment information to its suppliers of goods and services. IPP is a secure Government-wide, Web-based invoice processing service offered free of charge to Government Agencies and their suppliers. The contractor will attach within the IPP system a hard copy electronic Invoice complete with company letterhead in addition to filling out all Invoice requirements within the IPP System. Once the IPP Invoice is submitted, the COR will review and forward with recommends to the CO for approval and acceptance, at which point the CO will reject or approve and forward the invoice within IPP for submission of payment directly into the contractors bank account through the National Finance Center.

1.6.14.1 Monthly payments: Payments will be made at the end of each month for actual services rendered and IAW with the Prompt Payment Act. Any invoice received before the last day of the month will be rejected and the contractor will be required to resubmit. Prompt Payment Act time clock will not start until a proper invoice is received and accepted by the Government.

PART 2 - DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions:

2.1.1 Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 Contracting Officer: A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The Contracting Officer is the only individual who can make changes to the contract and who can legally bind the government.

2.1.3 Contracting Officer Representative: An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is **within the scope of the contract, does not constitute a change, and has no funding implications**. This individual does **NOT** have authority to change the terms and conditions of the contract.

2.1.4 Defective Service: A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6 Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.8 Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 Surveillance Plan (QASP): An organized written document specifying the surveillance

methodology to be used for surveillance of contractor performance.

2.1.10 Quality Control: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 Workday: The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12 Work Week: Monday through Friday, unless specified otherwise.

2.1.13 Dillon Ranger District office: The office complex located at 680 Blue River Pkwy, Silverthorne, CO 80498 and all the structures within. This includes the office building and the adjacent shed.

2.2. Acronyms:

ACOR	Alternate Contracting Officer's Representative
AGAR	Department of Agriculture Acquisition Regulations
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTS	Commercial-Off-the-Shelf
FAR	Federal Acquisition Regulations
FFP	Firm-Fixed Price
FSAR	Forest Service Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
CO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and
Hawaii) ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
USDA	United States Department of Agriculture

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Services: None.

3.2 Facilities: None.

3.3 Utilities: None.

3.4 Equipment: None.

3.5 Materials: None.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, personnel, and services required to perform work under this contract that are not listed under Section 3 of this PWS. If a piece of equipment needs repair or is determined unsafe by the COR, the Contractor shall immediately stop using the equipment and shall repair or replace within 72 hours.

4.2 Government Responsibilities: The Government will not be responsible for damage occasioned by fire, theft, accident, or otherwise to the Contractor's supplies, materials, or equipment in storage, or the Contractor's and their employee's personal belongings.

4.3 Contractor Responsibilities: The Contractor is fully responsible for any and all loss, theft, damage, or destruction of any Government or personal property belonging to or assigned to the USDA / United States Forest Service, Forest Service employees, or property located on USDA / US Forest Service property when such acts can be proven, beyond a reasonable doubt, to be the fault of the Contractor or one of their employees.

4.4 Fire Prevention: Fire prevention shall be exercised at all times by the Contractor and employees. All combustible material shall be used and stored in a safe manner. Contractor shall report to the COR/CO any fire hazards.

4.5 Federal Regulations: Full compliance with all Federal, State, Local, USDA and Forest Service regulations is required.

4.6 Codes and Standards: The work of this contract shall be done in accordance with all applicable local codes and industry standards to include any safety requirements established by the Occupational Safety and Health Act (OSHA)

4.7 Environmental Protection Agency (EPA): Full compliance with environmental and hazardous waste management laws, rules, and regulations is applicable.

4.8 Federal, State, and Local Codes and Laws: All chemicals used will be those commercially available which meet Federal, State, and local codes and which have been approved by the COR/CO.

PART 5 - SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services.

5.1.1 At the Dillon Ranger District office site the contractor shall plow/shovel snow from all paved and gravel areas and parking areas whenever snowfall accumulation meets or exceeds 3 inches in a 12 hour period.

5.1.2 Contractor will subscribe to a third party snowfall verification service (the “service” i.e. <https://certifiedsnowfalltotals.com/>, <https://www.weathercommand.com/past-weather-data/snow-accumulation-reports/>, <https://store.anythingweather.com/snowreport>, etc.) and provide data from the service with invoices. All service triggers and billing increments based on snowfall accumulation shall be determined by weather data provided by the service for zip code 80498. Both the Contractor and Client agree that these certified reports shall serve as the official record for the duration of the event. In the event of a discrepancy between onsite measurements and the third-party report, the third-party report shall prevail for billing purposes. Invoices will be submitted each month and will include the specific dates and times when services were provided. Verification from the service of snowfall amounts greater than 3” will be submitted along with each invoice. Invoices not accompanied by the applicable snow verification documentation may be rejected and will not be due or payable until such documentation is provided.

5.1.3 Plowing and snow shoveling/blowing will be completed by 7:00 AM, seven days a week. Should snowfall continue to accumulate upon the premises throughout the day, after the initial morning clearing, the Contractor shall clear the primary site traffic-ways throughout the day for each additional 3 inches of snowfall accumulated. Once snowfall ends, the Contractor shall return after normal office hours to clear the remaining portion of the roads and parking lot to be completed by 7:00 a.m. the following business day. Period of performance will be 01 August to 31 July of each applicable year. Parking lots and roadways shall be plowed so that snow is piled into designated snow storage areas. All paved and parking areas shall be plowed to the bare pavement or gravel with no trailing windrows left in these areas. All empty parking spaces shall be cleared of snow and available for parking until the contractor and COR agree to begin using secondary storage sites. Snow shall be pushed into designated snow storage areas so that landscaping, trees, shrubs, fences, improvements and utilities are protected. Reference maps will be provided.

5.1.4 Period of performance shall be 01 August to 31 July.

5.1.5 Parking lots and entrances shall be plowed in accordance with snow storage areas and surfaces to be serviced as depicted in Technical Exhibit 2 (attached) so that snow is not piled onto sidewalks or walkways nor block the pedestrian use of sidewalks or walkways. All paved and parking areas shall be plowed to the bare pavement or gravel with no trailing windrows left in these areas. All parking spaces shall be cleared of snow and available for parking until the contractor and COR agree to begin using secondary storage sites. Snow shall be pushed into

designated snow storage areas so that landscaping, trees, shrubs, fences, sprinkler heads, improvements and utilities are protected. Additional reference maps will be provided upon request..

5.1.5.1 Dumpsters: All snow shall be removed from around the dumpsters to allow for pedestrian access for the disposal of refuse. No snow shall be placed in front of the dumpsters nor block access to the dumpster area so that snow accumulation impedes trash removal service.

5.1.5.2 Snowplow Operations: Snow plowing shall include the clearing of snow from designated driveways, parking areas, and sidewalks by pushing and piling snow into adjacent areas as designated by the US Forest Service and shown on the attached Technical Exhibit 2. No snow piles shall be left in the plowed areas. Excluding parking spaces occupied by parked vehicles, the parking areas shall not have a reduction of more than 10 percent of parking spaces at the end of the operations, in reference to the parking conditions available at the beginning of the snow season. At the parking lot entrances and exits, the snowbanks shall not exceed three (3) feet high in these areas. Snowbanks shall be established or snow **removed** to meet these standards, except that snow may not be pushed or piled onto the streets or sidewalks, per city of Silverthorne ordinances. When cars are present in parking lots or other areas of snow removal at the time of operations, the Contractor shall remove snow in adjacent parking spaces, as practical. The Contractor shall not block vehicles with snow piles or banks, and assumes liability for damage to vehicles caused by snowplow operations.

PART 6 - INSPECTION AND ACCEPTANCE

52.246-20 Warranty of Services.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 7 days from the date of acceptance by the Government*. This notice shall state either—

- That the Contractor shall correct or re-perform any defective or nonconforming services; or
- That the Government does not require correction or re-performance.
- If the Contractor is required to correct or re-perform, it shall be at no cost to the

Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

- If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

AGAR 452.246-70 Inspection and Acceptance.

INSPECTION AND ACCEPTANCE (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's Representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at: destination.

PART 7 - APPLICABLE PUBLICATIONS

APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

7.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

PART 8 ATTACHMENT/TECHNICAL EXHIBIT LISTING

8. Attachment/Technical Exhibit List:

- 8.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary
- 8.2 Attachment 2/Technical Exhibit 2 – Map of Silverthorne Location with snow removal and storage areas highlighted.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. The contractor shall provide services for removal of snow from all parking lots and sidewalks by 7:00 AM after every accumulation of three inches or greater in a 12 hour period as confirmed via snow verification service.	The contractor provided snow removal to a level acceptable for non-off road vehicles to operate safely and pedestrian traffic to walk safely from vehicles to the sidewalks and building entries during the performance period.	Zero deviation from standard	Periodic surveillance of snow accumulation at 7:00 AM, no more than 3 validated customer complaints per service month, confirmed via snow verification service
PRS # 2 The contractor shall ensure all parking spaces and the dumpster areas are cleared of snow and available for parking and trash removal.	The contractor maintained the available number of parking spaces and an area around the dumpsters.	No more than 10% of parking spaces and the dumpster area are blocked by accumulated snow.	Periodic surveillance of service area and no more than 3 validated customer complaints per service month
PRS # 3 The contractor shall remove snow from parking areas in a manner that protects landscaping, trees, shrubs, fences, sprinkler heads, improvements and utilities, and yet still allows pedestrian use of sidewalks and walkways.	The contractor removed snow without damage to government property/facilities and did not block sidewalks and walkways with snow piles or windrows.	Zero deviation from standard	Periodic surveillance
PRS # 4 The Contractor shall not block vehicles with snow piles or banks, and shall not damage vehicles when conducting services.	The contractor removed snow without damage to vehicles and did not block vehicles with snow piles.	Zero deviation from standard	Periodic surveillance of and no validated customer complaints

TECHNICAL EXHIBIT 2

Snow storage areas are
circled in red

Dillon Ranger District office - 680 Blue River Parkway,
Silverthorne, CO 80498



US Department of Agriculture (USDA)



Quality Assurance Surveillance Plan

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Project Name

FY27 DRD office snow plowing contract

Solicitation / Contract Number

Section 1: Introduction

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Dillon Ranger District office snow plowing contract. This plan sets forth the procedures and guidelines that the USDA, US Forest Service will use in ensuring the required performance standards or services levels are achieved by the contractor.

1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards identified in the PWS. This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

1.2 QASP Relation to the Contract

1.2.1 QASP Revisions

The Contracting Officer Representative (COR) may make revisions or changes to the QASP procedures and surveillance methods or increase or decrease the degree of surveillance methods at any time during the contract performance period. Changes to the Metric must be incorporated into the PWS, Performance Requirement Summary (PRS) and QASP by a bilateral modification to contract that is issued by the Contracting Officer (CO). A copy of the QASP is provided to the contractor to enable the contractor to enhance its Quality Control (QC) program to perform in accordance with its Quality Control Plan (QCP).

1.2.2 Surveillance of Performance Progression

As the performance period progresses, the levels of surveillance may be altered for service areas where performance is either consistently excellent or unsatisfactory. If consistently good performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

1.3 QASP Relation to the Quality Control Plan (QCP)

The QCP is a required element of contract and the Contractor shall adhere to its established quality control processes and procedures in managing and performing work as described in the contract. While the QCP represents the way in which the Contractor will ensure its quality and timeliness of services, as defined in the PWS, the QASP represents the way in which the Government personnel specified in *Section 3: Contractor and Government Responsibilities, Paragraph 3.2, Government Responsibilities* will evaluate the contractor's performance. The contractor's QC program and the residual organization's QASP should be complementary programs that ensure successful contractor performance.

Section 2: Performance Description

Performance of the contractor will be monitored through the surveillance methods described in Section 4: Surveillance Methods to Perform Quality Assurance to assess the Contractor's performance against PWS requirements.

2.1 Performance Standards and Acceptable Quality Levels (AQLs)

For selected activities in the PWS, the PRS provides a performance standard and an AQL. A performance standard is the expected level of contractor performance. An AQL defines the level of performance that is satisfactory. Depending on the service evaluated and the evaluation method selected, performance standards and AQLs may be stated as a number of occurrences or as a percentage. Performance standards and AQLs for random sampling and 100 percent inspection are generally stated as percentages. For periodic inspections, performance standards may be stated as either percentages or as absolute numbers.

The contract requires the Contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as “defects” on the part of the Contractor. The Contractor shall be responsible for all identified defects and may be required to perform the work at no cost to the government. The AQLs take into account that in some instances an allowable level of deficiencies (deviations) is possible while overall performance continues to meet the government’s desired level of service.

2.1.1 Allowable Deviation

The AQLs define the level or number of performance deficiencies the Contractor is permitted to reach under this contract. AQLs take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is required, and no deviation is acceptable (e.g., where safety is involved).

2.1.2 Substantially Complete

In some cases, service outputs are evaluated using subjective values (e.g., excellent, satisfactory, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of “substantially complete” should be the basis for inspections based on subjective scales. Work is considered “substantially complete” where there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the Contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

2.2 Non-Performance

Non-performance occurs when the contractor’s performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements, and therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

When surveillance indicates that the contractor's service output is not in compliance with the contract requirements, the Contracting Officer’s Representative (COR) must determine whether the Contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the contractor, the contractor is responsible for correction of the problem at no additional expense to the Government.

2.2.1 Documentation

Documentation of work non-performed or unacceptable work is essential for tracking Contractor performance. The COR will document deficient work by compiling facts describing the inspection methods and results and to substantiate nonconformance with the contract. A sample documentation reporting form is provided in Appendix B “Discrepancy Report”. The documentation, with any recommendations, will be forwarded to the CO. In the case of the Contractor, the COR will decide whether to elevate the problem to the CO for corrective action.

2.2.2 Remedial Actions

The Federal Acquisition Regulation allows for penalties in the event that the Contractor fails to perform the required services. Penalties are defined as those actions taken under the direction of the CO against the contractor within the general provisions of the contract for nonconformance to the PWS and PRS.

Section 3: Contractor and Government Responsibilities

3.1 Contractor Responsibility

The Contractor is responsible for delivering products or services in accordance with the contract. Implementing its QCP, which describes the Contractor’s methods for ensuring all products and services under the contract meet established performance standards and AQLs. Maintaining, and providing for audit, quality control records and reports and all records associated with the investigation and complaint resolutions. Appointing a single quality control point-of-contact to act as a central recipient of communication from the COR or CO.

3.2 Government Responsibility

3.2.1 Contracting Officer (CO)

The CO is responsible for administering and monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by COR and the contractor's performance. The CO may delegate various day-to-day contract administration duties to an Administering ACO (ACO) and/or the COR for performance management and administrative actions such as invoice approval and issuance of Contract Discrepancy Reports may be, and normally are, delegated by the CO to the COR. The CO shall approve any revisions to the QASP processes or standards.

3.2.2 Contracting Officer Representative (COR)

The COR, is designated in writing, by the CO. The COR will ensure that the QA function is properly executed, plays a key role in contract administration and performs the contract surveillance and monitoring. Some key contract administration duties include, but are not limited to, performs surveillance as required by this QASP; make recommendations to the CO for issuance of Contract Discrepancy Reports or letters of commendation and acceptance or rejection of completed work and for administrative actions based on unsatisfactory or non-performed work, and revisions or changes to the QASP; and assists the CO in identifying necessary contract modifications and preparing reports of Contractor performance and cost.

The COR may use the form(s) included in the Appendices to perform the inspection or other forms as approved by the CO.

3.2.3 Customers

Customers or organizations/offices that the Contractor provided support may be requested to assist the COR in conducting QA to provide information relating to the Contractor's performance through Customer Feedback. Information gained from the Customer Feedback may be used in conjunction with other methods of observation to rate the performance of the Contractor.

Section 4: Surveillance Methods to Perform Quality Assurance

4.1 Surveillance Methods

The surveillance methods used in the QA process are the Government's tools to monitor the Contractor's products and services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor's service products and analyze the results. Further, documented inspection results are an effective tool in contract administration that can confirm the successful achievement of all performance requirements or highlight areas where defects exist, and improvements are necessary.

4.2 Analysis and Results

When the inspections and validations have been completed, the COR will perform an analysis of the Contractor's performance. The purpose of the analysis is to ensure Government is receiving high-quality products and services from the Contractor. The COR will review the results, rate the Contractor's compliance with the performance standards and AQLs, and characterize the Contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes:

Above Average
Average
Below Average
Failed

[THIS PAGE IS FOR INFORMATIONAL PURPOSES]

The Contacting Officer must include as attachments or exhibits the appropriate performance requirement summary, forms, checklists, etc. in the QASP that will be used during surveillance / monitoring for the applicable contract.

Appendix A: Example Performance Requirement Summaries

The following documents are examples only, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

EXAMPLE- 1

PERFORMANCE REQUIREMENT SUMMARY

Performance Task (PWS Reference)	Performance Indicator	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
<i>Timeliness and Accuracy of Delivery-Supplies/ Services (PWS, Section 6.6.4)</i>	<i>Supplies/Services delivered as ordered – Quantity / Quality</i>	<i>Delivery matches Order quantity and Supplies/ Services description</i>	<i>95% of all deliveries match order quantity and supplies / services</i>	<i>Inspection of Monthly Sales and Delivery Report.</i>

EXAMPLE-2

PERFORMANCE REQUIREMENT SUMMARY

Performance Objective	PWS Reference/ Contract Reference	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
<i>Ensure smooth transition with the incumbent during the phase-in period</i>	<i>5.4.3 Transition</i>	<i>Obtain GFP, access to classified documents, access to network, obtain CACs and access badges for employees, obtain proper security levels, obtain room/building keys</i>	<i>Score of acceptable or higher required on scale</i>	<i>100% inspection (TEP review)</i>

EXAMPLE-3

PERFORMANCE REQUIREMENT SUMMARY

Required Services (PWS Task)	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive (+ /-) Impact on Contractor Payment
<i>Submit a PM report of scheduled, completed, and outstanding tasks monthly (PWS C.2.1.2 (G))</i>	<i>100% of reports accurately depict current status</i>	<i>99%</i>	<i>File reviews, periodic inspections, and random, observations, customer complaints</i>	<i>\$500 for each documented instance when a report is submitted after the 15th of the month</i>

Appendix B: Example Discrepancy Report

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

DISCREPANCY REPORT			1. DISCREPANCY REPORT NO.
2. TO: (Contractor / Project Manager Name)		3. FROM: (Name of COR)	
CONTRACT NUMBER:		DATE:	
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail. Include PWS references. Attach Continuation Sheet if Necessary)			
5. SIGNATURE OF COR			
6. TO: (Name of COR)		7. FROM: (Contractor / Project Manager)	
8. CONTRACTOR RESPONSE AS TO CAUSE, EFFECT, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE (Attach Continuation Sheet if necessary. Cite applicable Contractor QC program procedures or new QC procedures)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, or rejection. Attach Coordination Sheet if necessary)			
12. GOVERNMENT ACTIONS (Cure notice, show cause, other)			
CLOSE OUT			
KTR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COR			

Appendix C: Customer Feedback Record

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

CUSTOMER FEEDBACK RECORD	
DATE AND TIME OF COMPLAINT	CONTRACT NUMBER/ OR PROJECT:
SOURCE OF COMPLAINT	
ORGANIZATION	
INDIVIDUAL	
NATURE OF COMPLAINT	
PWS REFERENCE	
VALIDATION	
DATE AND TIME CONTRACTOR INFORMED OF COMPLAINT	NAME OF CONTRACTOR REPRESENTATIVE INFORMED OF COMPLAINT
ACTION TAKEN BY CONTRACTOR (Responsible officer):	
RECEIVED AND VALIDATED BY	
Determination: Complaint Valid ☐ Complaint Invalid ☐	

Appendix D: Example Guide / Inspection List

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

CONTRACT NUMBER: _____

SERVICE FUNCTION: _____

PWS SECTION: _____

1	Method of Surveillance:			
2	Lot Size:			
3	Sample Size:			
4	Performance Requirement: Performance is Excellent (E) when _____ or fewer defects are discovered per month. Performance is Satisfactory (S) when _____ or fewer defects are discovered per month. Performance is Unsatisfactory (U) when _____ or more defects are discovered per month.			
5	Sampling Procedure: Instructions on how to select the sample must be clear and complete			
6	Inspection Procedure: The procedure must be detailed enough to allow a yes/no objective decision as to the acceptability of performance by anyone making the inspection. Explain when evaluation is to occur and what is acceptable/unacceptable			
		Performance: Excellent (E), Satisfactory (S), Unsatisfactory (U), Not Applicable (N/A)		
	PRS Requirements	Timeliness	Quality of Work	Notes
	Overall Rating Of Inspection (E, S, U or N/A)			

COR/Inspector Comments: _____

Contractor Signature: _____ Date: _____

COR Signature: _____ Date: _____

Appendix E: Example Quality Assurance Monitoring

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

CONTRACT NUMBER: _____

SERVICE or STANDARD: _____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (*Check the applicable item*):

☐ Random Sampling ☐ 100% Inspection ☐ Periodic Inspection ☐ Customer Complaint

LEVEL OF SURVEILLANCE (*Check the applicable item*):

☐ Monthly ☐ Quarterly ☐ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

ANALYSIS OF RESULTS:

Observed Service Provider Performance Measurement Rate: _____ %

Service Provider's Performance (*Check the applicable item*):

☐ Meets Standards

☐ Does Not Meet Standards

Narrative of Performance During Survey Period: _____

Prepared By: _____

Date: _____

Appendix F: Example Customer Complaint Investigation

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

CONTRACT NUMBER: _____

SERVICE or STANDARD:

SURVEY PERIOD: _____

DATE COMPLAINT RECEIVED: _____

SOURCE OF COMPLAINT: _____ (Name)

(Organization)

(Phone No.) _____ (Email Address)

NATURE OF COMPLAINT:

RESULTS OF COMPLAINT INVESTIGATION:

DATE SERVICE PROVIDER INFORMED OF COMPLAINT: _____

CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:

Received and Validated By: _____

Prepared By: _____ Date: _____

Appendix G: Example Surveillance Activity Checklist

The following document is only an example, which is not all inclusive, that can be revised and used, if applicable, in the QASP as attachments or exhibits.

Performance Requirement	Performance Standard	Method of Measurement	Performance Metrics	Method of Surveillance	Date Accomplished	Compliance (Exceed, Met, Partial Met)

"

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5437
Revision No.: 29
Date Of Last Revision: 3/30/2026

State: Colorado

Area: Colorado Counties of Grand, Jackson and Summit

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		20.17
01012 - Accounting Clerk II		22.64
01013 - Accounting Clerk III		25.32
01020 - Administrative Assistant		31.30
01035 - Court Reporter		21.92
01041 - Customer Service Representative I		17.17
01042 - Customer Service Representative II		18.73
01043 - Customer Service Representative III		21.02
01051 - Data Entry Operator I		17.38
01052 - Data Entry Operator II		18.97
01060 - Dispatcher, Motor Vehicle		23.81
01070 - Document Preparation Clerk		17.46
01090 - Duplicating Machine Operator		17.46
01111 - General Clerk I		20.60
01112 - General Clerk II		22.48
01113 - General Clerk III		25.23
01120 - Housing Referral Assistant		24.44
01141 - Messenger Courier		14.32
01191 - Order Clerk I		16.80
01192 - Order Clerk II		18.33
01261 - Personnel Assistant (Employment) I		20.17
01262 - Personnel Assistant (Employment) II		22.57
01263 - Personnel Assistant (Employment) III		25.16
01270 - Production Control Clerk		29.53
01290 - Rental Clerk		21.82
01300 - Scheduler, Maintenance		19.60

01311 - Secretary I	19.60
01312 - Secretary II	21.92
01313 - Secretary III	24.44
01320 - Service Order Dispatcher	21.29
01410 - Supply Technician	31.30
01420 - Survey Worker	24.75
01460 - Switchboard Operator/Receptionist	19.41
01531 - Travel Clerk I	18.76
01532 - Travel Clerk II	21.05
01533 - Travel Clerk III	23.55
01611 - Word Processor I	17.46
01612 - Word Processor II	19.60
01613 - Word Processor III	21.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	30.68
05010 - Automotive Electrician	29.12
05040 - Automotive Glass Installer	27.28
05070 - Automotive Worker	27.28
05110 - Mobile Equipment Servicer	23.95
05130 - Motor Equipment Metal Mechanic	31.03
05160 - Motor Equipment Metal Worker	27.28
05190 - Motor Vehicle Mechanic	31.03
05220 - Motor Vehicle Mechanic Helper	22.54
05250 - Motor Vehicle Upholstery Worker	25.39
05280 - Motor Vehicle Wrecker	27.28
05310 - Painter, Automotive	29.12
05340 - Radiator Repair Specialist	27.28
05370 - Tire Repairer	20.03
05400 - Transmission Repair Specialist	31.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	21.60
07041 - Cook I	20.71
07042 - Cook II	23.59
07070 - Dishwasher	17.17
07130 - Food Service Worker	19.34
07210 - Meat Cutter	22.26
07260 - Waiter/Waitress	17.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	30.59
09040 - Furniture Handler	20.72
09080 - Furniture Refinisher	30.59
09090 - Furniture Refinisher Helper	23.70
09110 - Furniture Repairer, Minor	26.67
09130 - Upholsterer	30.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	18.27
11060 - Elevator Operator	18.27
11090 - Gardener	27.44
11122 - Housekeeping Aide	18.27
11150 - Janitor	18.27
11210 - Laborer, Grounds Maintenance	22.55
11240 - Maid or Houseman	19.06
11260 - Pruner	21.11
11270 - Tractor Operator	25.83
11330 - Trail Maintenance Worker	22.55
11360 - Window Cleaner	19.52
12000 - Health Occupations	
12010 - Ambulance Driver	22.40
12011 - Breath Alcohol Technician	28.08
12012 - Certified Occupational Therapist Assistant	38.52

12015 - Certified Physical Therapist Assistant	34.96
12020 - Dental Assistant	23.42
12025 - Dental Hygienist	51.86
12030 - EKG Technician	42.53
12035 - Electroneurodiagnostic Technologist	42.53
12040 - Emergency Medical Technician	22.40
12071 - Licensed Practical Nurse I	25.10
12072 - Licensed Practical Nurse II	28.08
12073 - Licensed Practical Nurse III	31.29
12100 - Medical Assistant	23.33
12130 - Medical Laboratory Technician	31.68
12160 - Medical Record Clerk	23.31
12190 - Medical Record Technician	26.07
12195 - Medical Transcriptionist	25.10
12210 - Nuclear Medicine Technologist	61.70
12221 - Nursing Assistant I	15.74
12222 - Nursing Assistant II	17.69
12223 - Nursing Assistant III	19.31
12224 - Nursing Assistant IV	21.68
12235 - Optical Dispenser	21.94
12236 - Optical Technician	25.10
12250 - Pharmacy Technician	23.17
12280 - Phlebotomist	25.10
12305 - Radiologic Technologist	44.06
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	34.78
12320 - Substance Abuse Treatment Counselor	31.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	26.02
13012 - Exhibits Specialist II	32.23
13013 - Exhibits Specialist III	39.43
13041 - Illustrator I	26.51
13042 - Illustrator II	32.23
13043 - Illustrator III	39.43
13047 - Librarian	36.37
13050 - Library Aide/Clerk	19.00
13054 - Library Information Technology Systems Administrator	32.84
13058 - Library Technician	21.33
13061 - Media Specialist I	23.69
13062 - Media Specialist II	26.51
13063 - Media Specialist III	29.56
13071 - Photographer I	20.74
13072 - Photographer II	23.20
13073 - Photographer III	28.74
13074 - Photographer IV	35.14
13075 - Photographer V	42.52
13090 - Technical Order Library Clerk	23.85
13110 - Video Teleconference Technician	22.46
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.18
14042 - Computer Operator II	25.92
14043 - Computer Operator III	28.90
14044 - Computer Operator IV	32.11
14045 - Computer Operator V	35.56
14071 - Computer Programmer I	(see 1) 24.31
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		23.18
14160 - Personal Computer Support Technician		32.11
14170 - System Support Specialist		37.42
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		39.14
15020 - Aircrew Training Devices Instructor (Rated)		47.37
15030 - Air Crew Training Devices Instructor (Pilot)		54.07
15050 - Computer Based Training Specialist / Instructor		39.14
15060 - Educational Technologist		36.88
15070 - Flight Instructor (Pilot)		54.07
15080 - Graphic Artist		28.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		52.20
15086 - Maintenance Test Pilot, Rotary Wing		52.20
15088 - Non-Maintenance Test/Co-Pilot		52.20
15090 - Technical Instructor		26.78
15095 - Technical Instructor/Course Developer		32.76
15110 - Test Proctor		21.62
15120 - Tutor		21.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		20.00
16030 - Counter Attendant		20.00
16040 - Dry Cleaner		22.85
16070 - Finisher, Flatwork, Machine		20.00
16090 - Presser, Hand		20.00
16110 - Presser, Machine, Drycleaning		20.00
16130 - Presser, Machine, Shirts		20.00
16160 - Presser, Machine, Wearing Apparel, Laundry		20.00
16190 - Sewing Machine Operator		23.80
16220 - Tailor		24.75
16250 - Washer, Machine		20.95
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		32.96
19040 - Tool And Die Maker		40.69
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.69
21030 - Material Coordinator		29.53
21040 - Material Expediter		29.53
21050 - Material Handling Laborer		20.99
21071 - Order Filler		21.04
21080 - Production Line Worker (Food Processing)		21.69
21110 - Shipping Packer		23.21
21130 - Shipping/Receiving Clerk		23.21
21140 - Store Worker I		17.89
21150 - Stock Clerk		21.55
21210 - Tools And Parts Attendant		21.69
21410 - Warehouse Specialist		21.69
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.48
23019 - Aircraft Logs and Records Technician		27.43
23021 - Aircraft Mechanic I		33.53
23022 - Aircraft Mechanic II		35.48
23023 - Aircraft Mechanic III		37.20
23040 - Aircraft Mechanic Helper		24.26

23050 - Aircraft, Painter	31.47
23060 - Aircraft Servicer	27.43
23070 - Aircraft Survival Flight Equipment Technician	31.47
23080 - Aircraft Worker	29.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.53
23110 - Appliance Mechanic	32.68
23120 - Bicycle Repairer	19.35
23125 - Cable Splicer	54.46
23130 - Carpenter, Maintenance	28.51
23140 - Carpet Layer	28.65
23160 - Electrician, Maintenance	29.79
23181 - Electronics Technician Maintenance I	34.71
23182 - Electronics Technician Maintenance II	37.05
23183 - Electronics Technician Maintenance III	39.48
23260 - Fabric Worker	28.74
23290 - Fire Alarm System Mechanic	34.35
23310 - Fire Extinguisher Repairer	27.11
23311 - Fuel Distribution System Mechanic	41.57
23312 - Fuel Distribution System Operator	32.29
23370 - General Maintenance Worker	24.53
23380 - Ground Support Equipment Mechanic	33.53
23381 - Ground Support Equipment Servicer	27.43
23382 - Ground Support Equipment Worker	29.48
23391 - Gunsmith I	27.11
23392 - Gunsmith II	30.88
23393 - Gunsmith III	35.12
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.11
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	31.86
23430 - Heavy Equipment Mechanic	37.73
23440 - Heavy Equipment Operator	29.59
23460 - Instrument Mechanic	35.12
23465 - Laboratory/Shelter Mechanic	32.96
23470 - Laborer	20.99
23510 - Locksmith	32.96
23530 - Machinery Maintenance Mechanic	39.57
23550 - Machinist, Maintenance	35.12
23580 - Maintenance Trades Helper	24.09
23591 - Metrology Technician I	35.12
23592 - Metrology Technician II	37.17
23593 - Metrology Technician III	38.98
23640 - Millwright	35.12
23710 - Office Appliance Repairer	30.13
23760 - Painter, Maintenance	23.11
23790 - Pipefitter, Maintenance	30.89
23810 - Plumber, Maintenance	28.99
23820 - Pneudraulic Systems Mechanic	35.12
23850 - Rigger	35.12
23870 - Scale Mechanic	30.88
23890 - Sheet-Metal Worker, Maintenance	29.76
23910 - Small Engine Mechanic	24.20
23931 - Telecommunications Mechanic I	31.96
23932 - Telecommunications Mechanic II	33.82
23950 - Telephone Lineman	33.33
23960 - Welder, Combination, Maintenance	30.31
23965 - Well Driller	35.12
23970 - Woodcraft Worker	35.12
23980 - Woodworker	27.11

24000 - Personal Needs Occupations

24550 - Case Manager	22.41
24570 - Child Care Attendant	18.97
24580 - Child Care Center Clerk	23.65
24610 - Chore Aide	18.09
24620 - Family Readiness And Support Services Coordinator	22.41
24630 - Homemaker	22.41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.47
25040 - Sewage Plant Operator	32.89
25070 - Stationary Engineer	37.47
25190 - Ventilation Equipment Tender	27.22
25210 - Water Treatment Plant Operator	32.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	28.48
27007 - Baggage Inspector	19.56
27008 - Corrections Officer	32.15
27010 - Court Security Officer	31.11
27030 - Detection Dog Handler	23.14
27040 - Detention Officer	32.15
27070 - Firefighter	30.82
27101 - Guard I	19.56
27102 - Guard II	23.14
27131 - Police Officer I	35.26
27132 - Police Officer II	39.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	22.45
28042 - Carnival Equipment Repairer	23.85
28043 - Carnival Worker	18.35
28210 - Gate Attendant/Gate Tender	24.35
28310 - Lifeguard	21.36
28350 - Park Attendant (Aide)	27.24
28510 - Recreation Aide/Health Facility Attendant	19.88
28515 - Recreation Specialist	33.74
28630 - Sports Official	21.69
28690 - Swimming Pool Operator	27.17
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.88
29020 - Hatch Tender	30.88
29030 - Line Handler	30.88
29041 - Stevedore I	28.74
29042 - Stevedore II	32.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2) 34.99
30021 - Archeological Technician I	20.28
30022 - Archeological Technician II	22.68
30023 - Archeological Technician III	28.11
30030 - Cartographic Technician	28.11
30040 - Civil Engineering Technician	31.48
30051 - Cryogenic Technician I	30.38
30052 - Cryogenic Technician II	33.56
30061 - Drafter/CAD Operator I	20.28
30062 - Drafter/CAD Operator II	22.68
30063 - Drafter/CAD Operator III	25.28
30064 - Drafter/CAD Operator IV	31.50

30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	28.69
30095 - Evidence Control Specialist	27.43
30210 - Laboratory Technician	28.74
30221 - Latent Fingerprint Technician I	30.38
30222 - Latent Fingerprint Technician II	33.56
30240 - Mathematical Technician	28.11
30361 - Paralegal/Legal Assistant I	21.90
30362 - Paralegal/Legal Assistant II	27.12
30363 - Paralegal/Legal Assistant III	33.17
30364 - Paralegal/Legal Assistant IV	40.13
30375 - Petroleum Supply Specialist	33.56
30390 - Photo-Optics Technician	28.11
30395 - Radiation Control Technician	33.56
30461 - Technical Writer I	28.11
30462 - Technical Writer II	34.37
30463 - Technical Writer III	41.58
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	31.50
30502 - Weather Forecaster II	38.31
30620 - Weather Observer, Combined Upper Air Or	
Surface Programs	(see 2) 25.28
30621 - Weather Observer, Senior	(see 2) 28.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.43
31020 - Bus Aide	21.13
31030 - Bus Driver	27.19
31043 - Driver Courier	21.12
31260 - Parking and Lot Attendant	17.22
31290 - Shuttle Bus Driver	21.66
31310 - Taxi Driver	17.16
31361 - Truckdriver, Light	22.97
31362 - Truckdriver, Medium	24.81
31363 - Truckdriver, Heavy	28.26
31364 - Truckdriver, Tractor-Trailer	28.26
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27
99030 - Cashier	17.38
99050 - Desk Clerk	19.75
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	20.17
99252 - Laboratory Animal Caretaker II	21.95
99260 - Marketing Analyst	34.97
99310 - Mortician	29.28
99410 - Pest Controller	28.28
99510 - Photofinishing Worker	15.39
99710 - Recycling Laborer	29.62
99711 - Recycling Specialist	35.60
99730 - Refuse Collector	26.71
99810 - Sales Clerk	18.64
99820 - School Crossing Guard	17.36
99830 - Survey Party Chief	34.40
99831 - Surveying Aide	19.10

99832 - Surveying Technician	31.28
99840 - Vending Machine Attendant	22.98
99841 - Vending Machine Repairer	27.81
99842 - Vending Machine Repairer Helper	22.98

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage

determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 (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 paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 U.S. Department of Labor, Wage and Hour Division, 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"" 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 (See 29 CFR 4.152(c)(1)).""