REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET ASIDE

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
AG-4756-S-16-0010	12/16/2015	781756		

5a. ISSUED BY
USDA FOREST SERVICE
CHEROKEE NATIONAL FOREST
2800 NORTH OCOEE STREET
CLEVELAND TN 37312

6. DELIVERY BY *(Date)*: 01/31/2017

7. DELIVERY: [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

9. DESTINATION

a. NAME OF CONSIGNEE: USDA FOREST SERVICE

b. STREET ADDRESS: TELLICO RANGER DISTRICT
250 RANGER STATION ROAD

c. CITY: TELLICO PLAINS

d. STATE: TN

e. ZIP CODE: 37385-5804

5b. FOR INFORMATION CALL: *(No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
JANE ADLER	423	476-9700

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 01/19/2016 1600 ET

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Soil, Water And Wildlife Area Rehabilitation, As Needed, Tellico Ranger District, Cherokee National Forest. DUNS # _____ Registered in SAM? ____Yes _____No Period of Performance: 02/01/2016 to 01/31/2017				
001	Sowing Contract on the Tellico Ranger District during FY16 Product/Service Code: F019 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER WILDLIFE MANAGEMENT Continued ...				

12. DISCOUNT FOR PROMPT PAYMENT

a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE AREA CODE

c. TITLE *(Type or print)*

NUMBER

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 01/31/2017				

PART I—THE SCHEDULE

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

SCHEDULE OF ITEMS

Item 1: Furnish all labor, supervision, transportation, tools, equipment, supplies, and other incidentals necessary to perform all work required to complete rehabilitation of wildlife forage areas and recreation fields on areas of National Forest Land on an "As-Needed" requirements basis in accordance with the provisions and specifications contained herein.

Items	Description	Estimated Quantity	Unit	Unit Price	Amount
1A.	Ground preparation, liming, and fertilizing of wildlife areas.	*20*	acre	$_____	$_____
1B.	Seeding of wildlife areas using seeding mixture 1.	*20*	acre	$_____	$_____
1C.	Seeding of wildlife areas using seed mixture 2.	5	acre	$_____	$_____
1D.	Seeding of wildlife areas using Government-furnished seed.	10	acre	$_____	$_____
1E.	Disking only of wildlife areas.	5	acre	$_____	$_____
1F.	Furnish farm tractor with boom-type spray rig or equivalent with operator to apply Government-furnished herbicide with supervision/direction by COR/Inspector.	30	acre	$_____	$_____
				TOTAL ITEM 1 (A -F)	***$*_____**

See Section M, Questionnaire. This will be a best value, past-performance-considered award. Information requested in the questionnaire **MUST** be submitted for quote to be evaluated.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

100 – GENERAL REQUIREMENTS

110 Scope of Contract

This contract requires ground preparation, disking only, liming, fertilizing, seeding, spraying herbicide, and related work in compliance with its terms, specifications, and provisions.

This is a requirements contract in which all estimated total quantities are shown on the Schedule of Items. These estimates are not a representation that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal. These estimates were obtained from records of previous requirements and consumption, projected need from work plans, or by other means, and are based on the most current information available.

Contractor shall furnish all labor, supervision, transportation, tools, equipment, supplies and other incidentals (except as identified under the Government-Furnished Property clause below) necessary to perform all work required to complete soil,water, and wildlife habitat improvement work on areas of National Forest land on an "As Needed" requirements basis in accordance with the provisions and specifications contained herein.

Delivery orders will be placed in writing as needed via a standard delivery order form, and shall be authorized by the designated Contracting Officer's Representative.

120 – Placement of Orders

Delivery orders will be placed in writing as needed via a standard delivery order form, (see FAR 52.216-18; 52.216-19; 52.216-21 Section I) and shall be authorized by the Contracting Officer or Purchasing Agent.

A Contracting Officer's Representative (COR) will be designated for the Tellico Ranger District. The COR will initiate delivery orders to be approved by the person listed above.

130 Description

This work shall consist of:

-- ground preparation,
-- disking only
-- furnishing and placing fertilizer, lime and seed,
-- furnish farm tractor and spray rig or equivalent on operated basis with Government-furnished herbicide and supervision/direction and
-- seeding with Government-furnished seed.

140 - Location

Project areas are located within the boundaries of the Cherokee National Forest, Tellico Ranger District in Monroe county, Tennessee. Sites are linear and spot openings that typically vary between .5 and 5 acres in size. These sites are typically separated by variable distances ranging from 1 to 2 miles or more.

150 Access to Work Areas

Contractor shall perform, at no additional expense to the Government, sawing of downed trees 6 inches or larger in diameter at two (2) per mile or one (1) per acre or other activities found to be minimally necessary to obtain access to work areas. The Government will pay $15.00 for each additional tree over and above the quantity stated above. Access on roads which are gated will be coordinated with the Contracting Officer's Representative. Contractor shall keep all gates locked at all times, unless otherwise directed by the Contracting Officer.

160 Clean Up at Project Site

At each individual project site, the empty bags which were used at that site shall be stacked together and placed beneath a substantial stone, and left in a conspicuous location. These shall be removed from the site by the COR or Inspector.

Upon completion of each site and prior to moving to the next site, all other trash, rubbish, and debris generated by the Contractor's operation will be removed from National Forest land.

DIVISION 200 - TECHNICAL SPECIFICATIONS

210 Ground Preparation, Liming, and Fertilizing

A. Wildlife Openings-Fields

Ground Preparation: Rotavator is required on designated sites to a depth of of 4-6 inches. Fertilizer and lime shall be applied prior to disking and mixed throughly with the soil prior to seeding. After seeding, ground will be smoothed by a drag harrow, disk harrow or other methods approved by the COR for covering seed and leveling uneven ground.

Lime: Lime shall be calcitic granular agricultural ground limestone and shall be screened to Tennessee State gradation. Application rate will be 1 ton per acre.

Fertilizer: Fertilizer shall be a standard commercial grade fertilizer and shall conform to all State and Federal regulations. Commercial fertilizer shall provide the following minimum percentage of available nutrients:

6% Nitrogen, 12% Phosphorous, and 12% Potassium. Application rate will be 300 pounds per acre.

Application: Fertilizer and lime as specified for the areas to be treated shall be applied separately using any method that will produce uniform and even distribution of materials over each area. Prior approval of COR is required before any method can be utilized. Examples of methods not allowed are spreading by hand or shovel. Application shall not be done during windy weather or when the ground is excessively wet, frozen, or otherwise untillable.

B. Wildlife Plots (Linear Wildlife Openings)

Ground Preparation: Harrowing, disking or ripping is required on designated sites to a depth of of 4-6 inches. Fertilizer and lime shall be applied prior to disking and mixed throughly with the soil prior to seeding. After seeding, ground will be smoothed by a drag harrow, disk harrow or other methods approved by the COR for covering seed and leveling uneven ground.

Lime: Lime shall be calcitic granular agricultural ground limestone and shall be screened to Tennessee State gradation. Application rate will be 1 ton per acre.

Fertilizer: Fertilizer shall be a standard commercial grade fertilizer and shall conform to all State and Federal regulations. Commercial fertilizer shall provide the following minimum percentage of available nutrients: 6% Nitrogen, 12% Phosphorous, and 12% Potassium. Application rate will be 300 pounds per acre.

Application: Fertilizer and lime as specified for the areas to be treated shall be applied separately using any method that will produce uniform and even distribution of materials over each area. Prior approval of COR is required before any method can be utilized. Examples of methods not allowed are spreading by hand or shovel. Application shall not be done during windy weather or when the ground is excessively wet, frozen, or otherwise untillable.

C. Disking only:

Disking will be done with farm tractor and tanden disk to a depth of 4-6 inches.

230 Seeding:

Seed shall conform to the requirements of Federal Specifications JJJ-S-181. Seed shall be furnished in standard containers with (1) seed name, (2) lot number, (3) net weight, (4) percentage of purity and of germination and hard seed, and (5) percentage of maximum weed seed content, clearly marked for

kind of seed. Application of seed shall be immediately following preparation of the ground.

Seed Application Rates for areas on the Tellico Ranger District:

A. Wildlife Openings

Mixture 1: Winter Wheat -- 1 bushel per acre
Ladino Clover – 6 pounds per acre
Annual Rye Grass – 5 pounds per acre

Mixture 2: Browntop Millet – 25 pounds per acre
Partridge Pea – 5 pounds per acre

260 Spraying

Apply Government-supplied herbicides on mill sets, logging roads, skid roads, recreation fields, and/or wildlife forage areas per manufacturers' instructions with operated equipment **with supervision/direction provided by a Government Inspector/COR who is licensed as a Certified Pesticide Applicator.**

Biobased Products

The Contractor shall utilize products and materials made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR). Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated at www.biopreferred.gov.

300 - INSPECTION AND ACCEPTANCE

310 - Inspection

Performance shall be inspected by the COR or his designated inspector in accordance with Clause 52.246.4, Inspection of Services—Fixed Price (AUG 1996) as the work progresses.

320 - Acceptance

Acceptance of the work shall be contingent upon approval of the Contracting Officer's Representative.

400 – MEASUREMENT AND PAYMENT

410 - Measurement

Measurement for each payment shall be made to the nearest tenth of a acre using GPS Equipment and Rounded up to the nearest tenth of an acre.

420 - Payment

Payment shall be made in accordance with Clause 52.232-1, Payments, for acres actually ordered, completed and accepted. Invoices for paymet must be submitted by contractor through the Invoice Processing Platform (ipp.gov); payment will be made by electronic funds transfer to bank account registered in the System for Award Management (sam.gov)

SECTION D - Packaging and Marking

(For this Solicitation, there are NO clauses in this Section)

SECTION E - Inspection and Acceptance

52.246-1 Contractor Inspection Requirements. (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

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

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F - Deliveries or Performance

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

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

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days or as indicated in order after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than *indicated contract times below. The time stated for completion shall include final cleanup of the premises.

***CONTRACT TIME for each Delivery Order issued shall be calculated thus:**

Schedule of Items	Contract Time*
1. Ground preparation, liming and fertilizing of wildlife areas.	0.25 day/acre
2. Seeding of wildlife areas using seeding mixture 1.	0.10 day/acre
3. Seeding of wildlife areas using seeding mixture 2.	0.10 day/acre
4. Seeding of wildlife areas using Government-furnished seed.	0.10 day/acre
5. Furnish farm tractor with boom-type spray rig or equivalent, with operator to apply Government-furnished herbicide with supervision/direction by Inspector/COR.	0.10 day/acre
6. Cut and remove downed trees, 6 inches or larger in diameter, from road or field in excess of contract specifications.	0.027 day/tree
7. Disking only of wildlife areas.	0.10 day/acre

*(1 FULL DAY MINIMUM. ANY RESULTANT FRACTION WILL BE ROUNDED FORWARD TO NEXT FULL DAY).

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

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

The effective period of this contract is from February 1, 2016 through January 31, 2017.

SECTION G - Contract Administration Data

452.237-74 Key Personnel. (FEB 1988)

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

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

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

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at:
Tellico Ranger District
250 Ranger Station Road
Tellico Plains, TN 37385.

GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

1. Approved Herbicides for spraying.

Approved herbicides will be furnished for areas to be treated with herbicides. Herbicides will be available for pickup upon request at Tellico Ranger District Work Center, located at 250 Ranger Station Road, Tellico Plains, Tennessee between the hours of 8:00 and 9:00 a.m. and 2:00 and 3:00 p.m., Monday through Friday, excluding Federal Holidays. The contractor shall give at least 24 hour advanced notice to the Contracting Officer's Representative prior to picking up the herbicides. Sufficient supplies of herbicides will be made available for Contractor to work on weekends and holidays. Any unused herbicides will be returned to the work center.

2. Government-furnished seed

Government-furnished seed will be available for pickup upon request at the Tellico Ranger District Work

Center, located at 250 Ranger Station Road, Tellico Plains, Tennessee between the hours of 8:00 and 9:00 a.m. and 2:00 and 3:00 p.m., Monday through Friday, excluding Federal Holidays or at a mutually agreed upon location including but not limited to the job site ao the retail seed outlet. The contractor shall give at least 24 hour advanced notice to the Contracting Officer's Representative prior to picking up the government-furnished seed. Sufficient supplies seed will be made available for Contractor to work on weekends and holidays. Any unused seed will be returned to the work center.

SECTION H - Special Contract Requirements

(For this Solicitation, there are NO clauses in this Section)

SECTION I - Contract Clauses

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

(a) Definitions. As used in this provision-

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

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

Registered in the System for Award Management (SAM) database means that-

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number

that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at *http://fedgov.dnb.com/webform* or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

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

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

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

(f) Offerors may obtain information on registration at *https://www.acquisition.gov*.

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **February 1, 2016 through January 31, 2017**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than **$500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **$25,000.00**;

(2) Any order for a combination of items in excess of **$25,000.00**; or

(3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **6** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **completion of all orders placed during the contract period**

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the scheduled end of contract.

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

52.222-3 Convict Labor. (JUN 2003)
52.222-21 Prohibition of segregated facilities. (APR 2015)
52.222-26 Equal Opportunity. (APR 2015)
52.222-35 Equal Opportunity for Veterans. (OCT 2015)
52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)
52.222-41 Service Contract Labor Standards. (MAY 2014)

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

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

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

EMPLOYEE CLASS	**MONETARY WAGE**
GS 5 –Forestry Technician	$15.31 per hr

FRINGE BENEFITS

Paid Holidays	Paid Vacation	Health and Insurance
1. New Year's Day	2 hours Annual Leave each week with less than 3 yrs service	5.1% of hourly rate
2. Martin Luther King's Birthday		
3. Washington's Birthday	3 hours Annual Leave each week with 3 but less than 15 years service	
4. Memorial Day		
5. Independence Day	4 hours Annual Leave each week with 15 or more years service	Retirement
6. Labor Day		7% of hourly rate
7. Columbus Day		
8. Veteran's Day		
9. Thanksgiving Day		
10. Christmas Day		

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

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

(1) The product cannot be acquired-

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

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than-

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

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
52.223-6 Drug-Free Workplace. (MAY 2001)
52.232-1 Payments. (APR 1984)
52.232-11 Extras. (APR 1984)
52.232-23 Assignment of Claims. (MAY 2014)
52.232-25 Prompt payment. (JUL 2013)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

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

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make

accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.233-3 Protest after Award. (AUG 1996)
52.243-1 Changes - Fixed-Price. (AUG 1987)

52.244-6 Subcontracts for Commercial Items. (OCT 2015)

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

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509), if the subcontract exceeds $5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015)(38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (DEC 2014).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-1 Government Property. (APR 2012)

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

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

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

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984)

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

452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988) (a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of $0.00 except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

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

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within 24 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

452.237-75 Restrictions Against Disclosure. (FEB 1988)

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

List of Documents, Exhibits, and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Wage Rates	01/05/2015	10		BASE
2	Tellico Map	01/05/2015	1		BASE
3	Vicinity Map	01/05/2015	1		BASE

WD 05-2493 (Rev.-21) was first posted on www.wdol.gov on 07/14/2015
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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.: 2005-2493 Revision No.: 21 Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Tennessee

Area: Tennessee Counties of Anderson, Blount, Campbell, Claiborne, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.03
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		16.36
01020 - Administrative Assistant		20.11
01040 - Court Reporter		16.87
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		13.19
01060 - Dispatcher, Motor Vehicle		16.87
01070 - Document Preparation Clerk		12.91
01090 - Duplicating Machine Operator		12.91
01111 - General Clerk I		11.31
01112 - General Clerk II		12.58
01113 - General Clerk III		14.12
01120 - Housing Referral Assistant		19.92
01141 - Messenger Courier		11.54
01191 - Order Clerk I		11.86
01192 - Order Clerk II		13.65
01261 - Personnel Assistant (Employment) I		12.84
01262 - Personnel Assistant (Employment) II		16.41
01263 - Personnel Assistant (Employment) III		18.30
01270 - Production Control Clerk		18.25
01280 - Receptionist		11.72
01290 - Rental Clerk		13.05
01300 - Scheduler, Maintenance		16.31
01311 - Secretary I		16.31
01312 - Secretary II		18.10
01313 - Secretary III		19.92

01320 - Service Order Dispatcher	17.05
01410 - Supply Technician	20.11
01420 - Survey Worker	17.19
01531 - Travel Clerk I	12.72
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.58
01611 - Word Processor I	12.27
01612 - Word Processor II	13.62
01613 - Word Processor III	16.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.72
05010 - Automotive Electrician	16.03
05040 - Automotive Glass Installer	15.26
05070 - Automotive Worker	15.26
05110 - Mobile Equipment Servicer	13.68
05130 - Motor Equipment Metal Mechanic	16.78
05160 - Motor Equipment Metal Worker	15.26
05190 - Motor Vehicle Mechanic	16.55
05220 - Motor Vehicle Mechanic Helper	13.06
05250 - Motor Vehicle Upholstery Worker	14.47
05280 - Motor Vehicle Wrecker	15.26
05310 - Painter, Automotive	18.18
05340 - Radiator Repair Specialist	15.26
05370 - Tire Repairer	11.03
05400 - Transmission Repair Specialist	16.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.17
07041 - Cook I	10.08
07042 - Cook II	11.24
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.97
07260 - Waiter/Waitress	7.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.03
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	17.03
09090 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	17.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.96
11060 - Elevator Operator	10.49
11090 - Gardener	13.21
11122 - Housekeeping Aide	10.49
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	10.88
11240 - Maid or Houseman	8.45
11260 - Pruner	10.69
11270 - Tractor Operator	13.81
11330 - Trail Maintenance Worker	10.88
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	14.98
12012 - Certified Occupational Therapist Assistant	21.99
12015 - Certified Physical Therapist Assistant	20.94

12020 - Dental Assistant	15.28
12025 - Dental Hygienist	28.09
12030 - EKG Technician	18.35
12035 - Electroneurodiagnostic Technologist	18.35
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.82
12073 - Licensed Practical Nurse III	17.64
12100 - Medical Assistant	12.76
12130 - Medical Laboratory Technician	14.52
12160 - Medical Record Clerk	11.72
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.42
12210 - Nuclear Medicine Technologist	25.05
12221 - Nursing Assistant I	9.62
12222 - Nursing Assistant II	10.81
12223 - Nursing Assistant III	11.80
12224 - Nursing Assistant IV	13.24
12235 - Optical Dispenser	14.65
12236 - Optical Technician	13.21
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.24
12305 - Radiologic Technologist	23.63
12311 - Registered Nurse I	22.82
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II, Specialist	27.91
12314 - Registered Nurse III	31.51
12315 - Registered Nurse III, Anesthetist	31.51
12316 - Registered Nurse IV	37.40
12317 - Scheduler (Drug and Alcohol Testing)	18.51
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.10
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.90
13041 - Illustrator I	16.64
13042 - Illustrator II	21.18
13043 - Illustrator III	25.90
13047 - Librarian	23.03
13050 - Library Aide/Clerk	11.41
13054 - Library Information Technology Systems Administrator	20.21
13058 - Library Technician	13.65
13061 - Media Specialist I	13.27
13062 - Media Specialist II	14.85
13063 - Media Specialist III	16.63
13071 - Photographer I	15.35
13072 - Photographer II	17.17
13073 - Photographer III	21.27
13074 - Photographer IV	26.03
13075 - Photographer V	31.48
13110 - Video Teleconference Technician	16.55
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.77
14042 - Computer Operator II	17.64
14043 - Computer Operator III	19.67
14044 - Computer Operator IV	21.86
14045 - Computer Operator V	24.20

14071 - Computer Programmer I		22.54
14072 - Computer Programmer II		25.40
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		15.77
14160 - Personal Computer Support Technician		21.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.52
15020 - Aircrew Training Devices Instructor (Rated)		34.53
15030 - Air Crew Training Devices Instructor (Pilot)		37.97
15050 - Computer Based Training Specialist / Instructor		28.52
15060 - Educational Technologist		27.39
15070 - Flight Instructor (Pilot)		37.97
15080 - Graphic Artist		20.60
15090 - Technical Instructor		19.44
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.69
15120 - Tutor		15.69
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.06
16030 - Counter Attendant		9.06
16040 - Dry Cleaner		11.68
16070 - Finisher, Flatwork, Machine		9.06
16090 - Presser, Hand		9.06
16110 - Presser, Machine, Drycleaning		9.06
16130 - Presser, Machine, Shirts		9.06
16160 - Presser, Machine, Wearing Apparel, Laundry		9.06
16190 - Sewing Machine Operator		12.50
16220 - Tailor		13.31
16250 - Washer, Machine		10.02
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.19
19040 - Tool And Die Maker		21.73
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.12
21030 - Material Coordinator		18.25
21040 - Material Expediter		18.25
21050 - Material Handling Laborer		12.62
21071 - Order Filler		11.31
21080 - Production Line Worker (Food Processing)		13.12
21110 - Shipping Packer		13.01
21130 - Shipping/Receiving Clerk		13.01
21140 - Store Worker I		11.64
21150 - Stock Clerk		15.74
21210 - Tools And Parts Attendant		13.12
21410 - Warehouse Specialist		13.12
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.76
23021 - Aircraft Mechanic I		20.73
23022 - Aircraft Mechanic II		21.76
23023 - Aircraft Mechanic III		22.84
23040 - Aircraft Mechanic Helper		15.54
23050 - Aircraft, Painter		19.79
23060 - Aircraft Servicer		17.43

23080 - Aircraft Worker	18.43
23110 - Appliance Mechanic	17.46
23120 - Bicycle Repairer	12.77
23125 - Cable Splicer	22.18
23130 - Carpenter, Maintenance	16.19
23140 - Carpet Layer	16.89
23160 - Electrician, Maintenance	20.79
23181 - Electronics Technician Maintenance I	19.62
23182 - Electronics Technician Maintenance II	20.63
23183 - Electronics Technician Maintenance III	21.72
23260 - Fabric Worker	15.86
23290 - Fire Alarm System Mechanic	17.63
23310 - Fire Extinguisher Repairer	14.94
23311 - Fuel Distribution System Mechanic	21.26
23312 - Fuel Distribution System Operator	17.14
23370 - General Maintenance Worker	16.16
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	17.43
23382 - Ground Support Equipment Worker	18.43
23391 - Gunsmith I	14.94
23392 - Gunsmith II	16.89
23393 - Gunsmith III	18.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.84
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.67
23430 - Heavy Equipment Mechanic	18.57
23440 - Heavy Equipment Operator	16.47
23460 - Instrument Mechanic	22.57
23465 - Laboratory/Shelter Mechanic	17.77
23470 - Laborer	12.10
23510 - Locksmith	17.77
23530 - Machinery Maintenance Mechanic	19.89
23550 - Machinist, Maintenance	19.55
23580 - Maintenance Trades Helper	13.60
23591 - Metrology Technician I	22.57
23592 - Metrology Technician II	23.62
23593 - Metrology Technician III	24.64
23640 - Millwright	19.19
23710 - Office Appliance Repairer	17.77
23760 - Painter, Maintenance	17.03
23790 - Pipefitter, Maintenance	18.64
23810 - Plumber, Maintenance	17.78
23820 - Pneudraulic Systems Mechanic	18.71
23850 - Rigger	18.71
23870 - Scale Mechanic	16.89
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	16.18
23931 - Telecommunications Mechanic I	24.51
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	22.01
23960 - Welder, Combination, Maintenance	17.74
23965 - Well Driller	17.84
23970 - Woodcraft Worker	18.71
23980 - Woodworker	14.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.61

24580 - Child Care Center Clerk	11.97
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	12.40
24630 - Homemaker	14.87
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.32
25040 - Sewage Plant Operator	18.97
25070 - Stationary Engineer	23.32
25190 - Ventilation Equipment Tender	16.78
25210 - Water Treatment Plant Operator	19.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.85
27007 - Baggage Inspector	10.97
27008 - Corrections Officer	14.96
27010 - Court Security Officer	16.11
27030 - Detection Dog Handler	12.66
27040 - Detention Officer	14.96
27070 - Firefighter	17.33
27101 - Guard I	10.97
27102 - Guard II	12.66
27131 - Police Officer I	17.61
27132 - Police Officer II	19.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.86
28042 - Carnival Equipment Repairer	11.58
28043 - Carnival Equpment Worker	8.63
28210 - Gate Attendant/Gate Tender	13.05
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	14.60
28510 - Recreation Aide/Health Facility Attendant	10.66
28515 - Recreation Specialist	16.58
28630 - Sports Official	11.63
28690 - Swimming Pool Operator	16.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.16
29030 - Line Handler	18.16
29041 - Stevedore I	17.22
29042 - Stevedore II	19.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	17.39
30023 - Archeological Technician III	21.62
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	15.66
30062 - Drafter/CAD Operator II	17.58
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	20.11
30084 - Engineering Technician IV	24.92

30085 - Engineering Technician V		30.15
30086 - Engineering Technician VI		36.50
30090 - Environmental Technician		27.69
30210 - Laboratory Technician		21.05
30240 - Mathematical Technician		21.56
30361 - Paralegal/Legal Assistant I		16.72
30362 - Paralegal/Legal Assistant II		20.02
30363 - Paralegal/Legal Assistant III		24.49
30364 - Paralegal/Legal Assistant IV		29.63
30390 - Photo-Optics Technician		22.28
30461 - Technical Writer I		19.92
30462 - Technical Writer II		24.36
30463 - Technical Writer III		29.48
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.02
30621 - Weather Observer, Senior	(see 2)	22.04
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.72
31030 - Bus Driver		13.65
31043 - Driver Courier		14.65
31260 - Parking and Lot Attendant		9.36
31290 - Shuttle Bus Driver		15.63
31310 - Taxi Driver		11.14
31361 - Truckdriver, Light		15.63
31362 - Truckdriver, Medium		16.51
31363 - Truckdriver, Heavy		18.00
31364 - Truckdriver, Tractor-Trailer		18.00
99000 - Miscellaneous Occupations		
99030 - Cashier		9.65
99050 - Desk Clerk		10.96
99095 - Embalmer		25.37
99251 - Laboratory Animal Caretaker I		11.14
99252 - Laboratory Animal Caretaker II		13.06
99310 - Mortician		25.37
99410 - Pest Controller		15.93
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		14.64
99711 - Recycling Specialist		17.31
99730 - Refuse Collector		13.25
99810 - Sales Clerk		11.51
99820 - School Crossing Guard		11.87
99830 - Survey Party Chief		18.72
99831 - Surveying Aide		12.40
99832 - Surveying Technician		17.02
99840 - Vending Machine Attendant		13.52
99841 - Vending Machine Repairer		16.05
99842 - Vending Machine Repairer Helper		13.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (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 ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

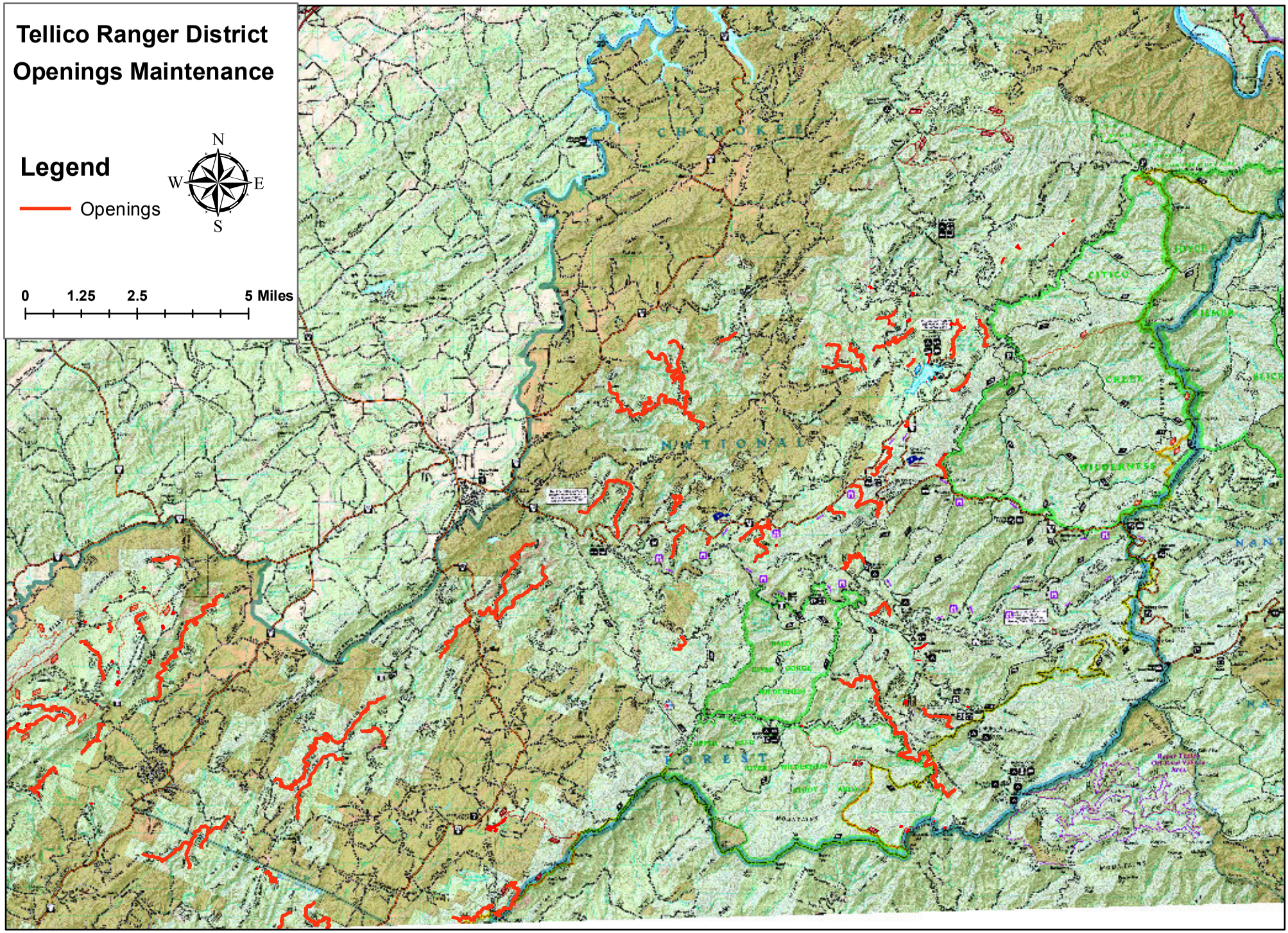
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.


Tellico Ranger District
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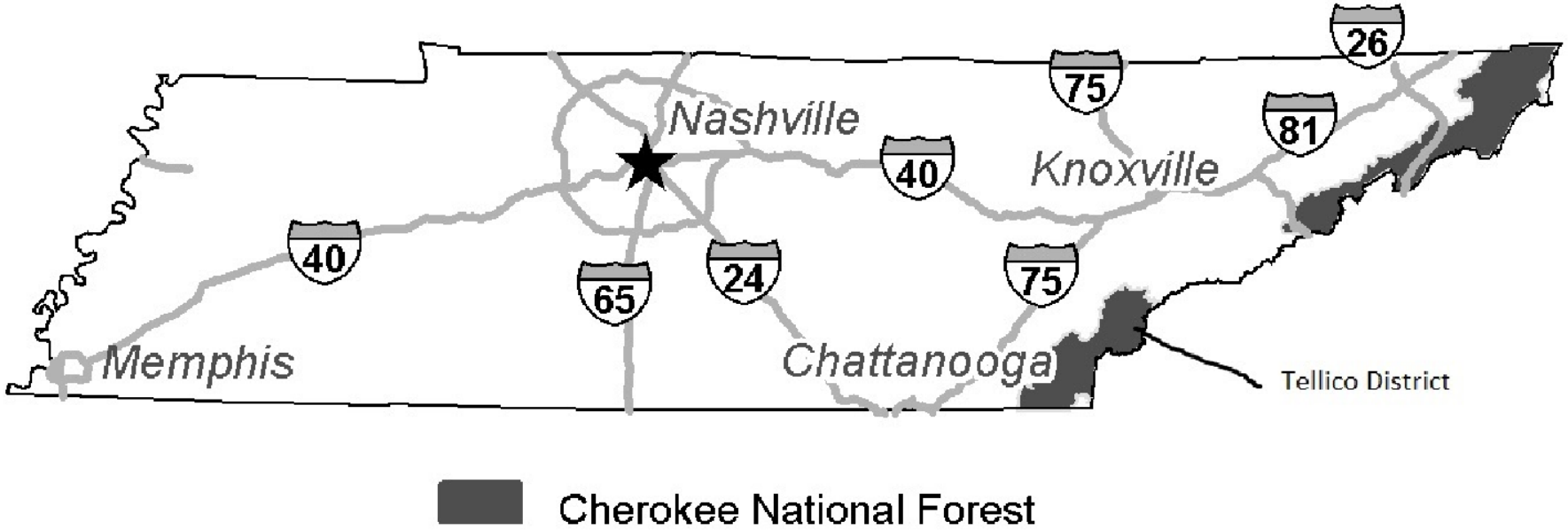
Nashville
Knoxville
Memphis
Chattanooga
Tellico District
26
75
81
40
40
65
24
75
Cherokee National Forest

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

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **115310**.

(2) The small business size standard is 7.5 million dollars average annual receipts for the preceding three fiscal years.

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

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

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

[X] (i) Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

(Contracting Officer check as appropriate.)

[ ] (i) 52.204-17, Ownership or Control of Offeror.
[ ] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
[ ] (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
[ ] (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[ ] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
[ ] (vi) 52.227-6, Royalty Information.
[ ] (A) Basic.
[ ] (B) Alternate I.
[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause No.	**Title**	**Date**	**Change**
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

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

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at *http://www.sba.gov/content/table-small-business-size-standards*.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Reprensentations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code [insert NAICS Code] assigned to contract number [insert contract number]. (*Contractor to sign and date and insert authorized signer's name and title)*.

52.223-1 Biobased Product Certification. (MAY 2012)

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

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

Contract line item(s): 1
- NAICS Code: 115310
- Size Standard: 7.5 million dollars average annual receipts for the preceding three fiscal years.

Agar 452.209-71 Assurance Regarding Felony Conviction Or Tax Delinquent Status For Corporate Applicants

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

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

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

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

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax

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

(b) The Offeror represents that -

(1) The Offeror is [ ], is not [ ] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands,

Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

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

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

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

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

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

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

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Firm Fixed Price Requirements** contract resulting from this solicitation.

52.237-1 Site Visit. (APR 1984)

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

452.204-70 Inquiries. (FEB 1988)

SECTION M - Evaluation Factors for Award

AWARD DETERMINATION

Award will be made to the offeror providing the best value to the Government, price and other factors considered. Award may not necessarily be made to the offeror submitting the lowest price. Other factors include experience and past performance. Evaluation factors other than price, when combined, are approximately equal to price in the award decision.

EVALUATION FACTORS

NOTE: Please provide your responses to the listed criteria on a separate sheet (or sheets) of paper, and submit along with your completed Request for Quotation.

TECHNICAL : The following Evaluation Factors are listed in descending order of importance:

1. Past Performance:
   A. State your experience with mowing wildlife areas or related activities, for the period not to exceed the last five years, with dates and locations of those experiences.
   B. State your prior work experience in the general type of work to be performed, for the period not to exceed the last five years, with dates and locations of those experiences.

2. Provide references from those who know the quality of your work. References should include:
   A. Name
   B. Organization
   C. Title
   D. Phone Number

3. Organization:
   A. Equipment (be specific) to be utilized.
   B. Experience of Key Person/Superintendent for the project in this specific type work.
   C. Employees who will work on this project and their average number of years' experience.