

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 44
1. REQUEST NO. AG-4756-S-16-0013	2. DATE ISSUED 02/02/2016	3. REQUISITION/PURCHASE REQUEST NO. 784951	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312			6. DELIVERY BY (Date) 12/31/2016	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME JANE ADLER			9. DESTINATION a. NAME OF CONSIGNEE USDA FOREST SERVICE	
TELEPHONE NUMBER AREA CODE 423 NUMBER 476-9700			b. STREET ADDRESS OCOEE RANGER DISTRICT 3171 HWY 64	
8. TO: a. NAME			c. CITY BENTON	
b. COMPANY			d. STATE TN e. ZIP CODE 37307-9753	
c. STREET ADDRESS			f. ZIP CODE	
d. CITY			e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 03/01/2016 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)
001	Collect and Transport Solid Waste from Trash Containers on the Ocoee Ranger District and dispose in trash compactor located at the Ocoee Work Center, Hwy 30 (see Schedule of Items, pg. 2) DUNS number: _____ Registered in SAM? ___ yes ___ no Period of Performance: 03/20/2016 to 12/31/2016 Collect and Transport Solid Waste from Trash Containers to the Ocoee Work Center Compactor at the Ocoee R.D. Product/Service Code: S205 Product/Service Description: HOUSEKEEPING-Continued ...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					a. NAME (Type or print)	
c. COUNTY			c. TITLE (Type or print)		NUMBER	
d. CITY		e. STATE	f. ZIP CODE			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TRASH/GARBAGE COLLECTION Delivery: 12/31/2016				

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

ITEM 1: OCOEE RIVER RECREATION ZONE (See Attachment 1, Section J) – Contractor shall collect and transport solid waste from trash containers in the Ocoee River Recreation Zone of the Ocoee Ranger District in accordance with the attached terms, conditions, and specifications, and dispose of solid waste in trash compactor located at the Ocoee Work Center on Highway 30.

Ocoee River Recreation Zone					
Item #1	Area of Collection	Unit of Measure	Number of Trips	Price per Trip	TOTAL Price
A	Items A & B	Trip	60	\$	\$
B	Item C	Trip	66	\$	\$
C	Items D, E, F & G	Trip	63	\$	\$
D	Items H, I & J	Trip	60	\$	\$

TOTAL: Item 1, A-D: \$ _____

ITEM 2: HIWASSEE RIVER RECREATION ZONE (See Attachment 2, Section J) – Contractor shall collect and transport solid waste from trash containers in the Hiwassee River Recreation Zone of the Ocoee Ranger District in accordance with the attached terms, conditions, and specifications, and dispose of solid waste in trash compactor located at the Ocoee Work Center on Highway 30.

Hiwassee River Recreation Zone					
Item #2	Area of Collection	Unit of Measure	Number of Trips	Price per Trip	TOTAL Price
A	Items A, B, C, D, E, F & G	Trip	66	\$	\$

TOTAL: Item 2: \$ _____

GRAND TOTAL, ITEMS 1 & 2: \$ _____

The following ADD ITEMS may be awarded depending on funding availability. Either Add Item A, Add Item B, or both Add Items A and B may be awarded with Items 1 and 2. Neither Add Item will be awarded if funding is not available.

ADD ITEM A: PARKSVILLE CAMPGROUND (See Attachment 3, Section J) – Contractor shall collect and transport solid waste from trash containers in the Parksville Campground, which is in the Ocoee River Recreation Zone of the Ocoee Ranger District, in accordance with the attached terms, conditions, and specifications, and dispose of solid waste in trash compactor located at the Ocoee Work Center on Highway 30.

Parksville Group & RV Campground in the Ocoee River Recreation Zone					
ADD Item #A	Area of Collection	Unit of Measure	Number of Trips	Price per Trip	TOTAL Price
A1	Item A1 (Group)	Trip	62	\$	\$
A2	Item A2 (RV)	Trip	68	\$	\$

TOTAL: Add Item A, A1-A2: \$ _____

ADD ITEM B: THUNDER ROCK CAMPGROUND (See Attachment 4, Section J) – Contractor shall collect and transport solid waste from trash containers in the Thunder Rock Campground which is in the Ocoee River Recreation Zone of the Ocoee Ranger District in accordance with the attached terms, conditions, and specifications, and dispose of solid waste in trash compactor located at the Ocoee Work Center on Highway 30.

Thunder Rock Campground in the Ocoee River Recreation Zone					
ADD Item #B	Area of Collection	Unit of Measure	Number of Trips	Price per Trip	TOTAL Price
A	Item A	Trip	68	\$	\$

TOTAL: Add Item B: \$ _____

Note to Contractors: Award will be made to the vendor providing the best value to the Government, price, and other factors considered (see Section M). **A complete quote package will consist of:**

- SF-18, Cover Sheet (fill in blocks 13-16)
- Completed Section B – Schedule of Items, with pricing entered (Item 1 & 2, Add Item A & B)
- Completed Section K – Complete the highlighted Representations and Certifications
- A written response to Section M – Evaluation Factors

Registration in SAM is not required for submission of a quote; however registration must be completed within 5 days of notification of award. (See FAR 52.204-7(d)). Access SAM at www.sam.gov/; registration is **free**.

Submit quotation package by:

- Hard copy mailed to the address in Block 5a of the SF-18 Cover Sheet
- Faxed to 423-339-8635
- Emailed to nbarrow@fs.fed.us

PART I - SECTION C - Description/Specifications/Statement of Work

DIVISION 100 – GENERAL SPECIFICATIONS

110 – Scope of Contract

Contractor shall furnish all equipment, fuel, transportation, supplies (including trash bags), labor, and supervision necessary to collect and transport solid waste from trash containers on National Forest Land, Ocoee Ranger District of the Cherokee National Forest in accordance with the terms and specifications contained herein. Disposal shall be made at trash compactor located at the Ocoee Work Center, Hwy 30.

120 - Description and Location

All contract areas are located within the boundaries of the Ocoee Ranger District in Polk County, Tennessee, as listed below and as shown on the attached Vicinity Map. The item number refers to the location of the area as shown on the map.

Price Range: Less than \$25,000

DIVISION 200 – TECHNICAL SPECIFICATIONS

210 – Equipment Requirements

Proposed collection vehicle or truck /trailer combination must hold a minimum capacity of 3 cubic yards of storage area fully enclosed on all sides with a solid material or be made of metal wire with a mesh no larger than 2” x 4”. All doors or gates must be closed when the vehicle or truck/trailer combination is in motion to prevent trash blowing on to roadways. Vehicle and trailers will be subject to inspection and approval by the Contracting Officer’s Representative prior to and during operation of contract. The Contractor shall notify the Contracting Officer’s Representative if a substitute vehicle will be used at any time under the contract, and it will be subject to inspection and approval by the Contracting Officer’s Representative.

220 – Collection of Trash

All containers as shown in Attachment 1 - Ocoee River Recreation Zone, and Attachment 2 - Hiwassee River Recreation Zone, shall be serviced each trip. Collection of trash shall consist of collection of **all waste** within unit, bag replacement, and pickup and removal of **all waste** within 12 feet of each container. All bags shall be collected each service trip. Contractor shall place new trash bags in each container after removal of full bags. Trash shall be picked up during daylight hours, generally between 7:00 am & 7:00 pm.

All containers as shown in Attachment 3 & 4 for Add Item A, Parksville Campground and Add Item B, Thunder Rock Campground may be awarded depending on funding availability. If awarded, they shall be serviced each trip and follow same guidelines as Items 1 & 2.

221 - Type of Containers

Bear-Proof (BP) Containers are 2 – unit, 60 gallon capacity for each unit.

222 - Collection Schedule

SEE SCHEDULE OF ITEMS in Section B and Attachment 1 - 4 in Section J.

230 – Disposal of Trash

Waste will be disposed of in the compactor located at the Ocoee Work Center, 227 Highway 30, Benton, TN.

DIVISION 300 – INSPECTION AND ACCEPTANCE

Service shall be inspected at random by the Contracting Officer’s Representative (COR) to ensure contract compliance.

DIVISION 400 – BASIS OF PAYMENT

The contractor shall be paid at the established price per service trip for services performed in each pay period. “SERVICE TRIP” shall be the servicing of ALL containers in the area included in each item on the Schedule of Items ONE TIME. “PAY PERIOD” is every two weeks. Contractor shall prepare an invoice at two-week intervals showing each location serviced and number of trips to that location, and shall forward the invoice to the Project COR. *Submit invoice to the Project COR through the Invoice Processing Platform (IPP), registration required: <https://www.ipp.gov/>*

Contractor invoice shall include the following mandatory items: Contractor name, address, contact person, telephone number, taxpayer identification number, contract number, unique payment number, a listing of services provided, unit pricing, and extended pricing.

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.

PART 1 - SECTION D - Packaging and Marking

(for this solicitation, there are no clauses in this section)

PART I - SECTION E - Inspection and Acceptance

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.

PART I - SECTION F - Deliveries or Performance

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from date of award through December 31, 2016

PART I - SECTION G - Contract Administration Data

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at: Ocoee Ranger District Office, 3171 Hwy 64, Benton, TN 37307.

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 this contract.

1. Contractor shall receive key code to the Ocoee Work Center gate for access to trash compactor.

PART I - SECTION H - Special Contract Requirements

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **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 the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

PART II - 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>.

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

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

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

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)

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

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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 - Fringe Benefits
GS 5 – Recreation Technician	\$15.31 per hr
GS 3 – Seasonal	\$12.19 per hr

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.222-55 Minimum Wages Under Executive Order 13658. (DEC 2015)

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

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

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

52.232-1 Payments. (APR 1984)

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

52.232-11 Extras. (APR 1984)

52.232-18 Availability of Funds. (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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.

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest after Award. (AUG 1996)

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

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

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

52.244-6 Subcontracts for Commercial Items. (DEC 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, Minimum Wages under Executive Order 13658 (DEC 2015).
- (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)

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

52.253-1 Computer Generated Forms. (JAN 1991)

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 **(NOT APPLICABLE)** except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

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

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

452.237-75 Restrictions Against Disclosure. (FEB 1988)

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

Attachment Number	Attachment Title	Number of Pages
1	Item 1 - Service Schedules	4
2	Ocoee Map – Trash Pickup route	1
3	Hiwassee Map – Trash Pickup route	1
4	Parksville Campground Route (Option A)	1
5	Thunder Rock Campground Route (Option B)	1
6	Wage Determination	10

Item 1	Attachment 1 Ocoee River Recreation Zone			
Item Number	Area	Number of Containers	Type of Container Units	Number of Bags
A	Parksville Beach	3	2	6
B	Mac Point Beach	4	2	8
C	Chilhowee Rec Area	36	2	72
D	Lakeview Overlook	1	2	2
E	Sugarloaf Overlook	1	2	2
F	Chilhowee Mt Overlook	1	2	2
G	Gazebo Overlook	1	2	2
H	Parksville Boat Launch	1	2	2
I	Parksville East Boat Launch	2	2	4
J	Kings Slough Boat Launch	3	2	6
Total Bags				106
1A:				
Items A & B Shall Be Serviced for Period:				
Dates		Pick-up Days		Number of Trips
April 24 - May 15, 2016		Sunday		4
May 22 - September 9, 2016		Sunday, Wednesday, Friday		48
September 11- October 9, 2016		Sunday		5
ADD: May 30, July 4, September 5, 2016				3
Total Number Trips - 1A				60
1B:				
Items C Shall Be Serviced for Period:				
Dates		Pick-up Days		Number of Trips
April 3 - May 15, 2016		Sunday		7
May 22, - September 9, 2016		Sunday, Wednesday, Friday		48
September 11 - October 30, 2016		Sunday		8
ADD: May 30, July 4, September 5, 2016				3
Total Number Trips - 1B				66
1C:				
Items D, E, F, & G Shall Be Serviced for Period:				
Dates		Pick-up Days		Number of Trips
April 3 - May 15, 2016		Sunday		7
May 22 - September 9, 2016		Sunday, Wednesday, Friday		48
September 11 - October 30, 2016		Sunday		8
Total Number Trips - 1C				63
1D:				
Items H, I, & J Shall Be Serviced for Period:				
Dates		Pick-up Days		Number of Trips
April 24 - May 15, 2016		Sunday		4
May 22 - September 9, 2016		Sunday, Wednesday, Friday		48
September 11 - October 9, 2016		Sunday		5
ADD: May 30, July 4, September 5, 2016				3
Total Number Trips - 1D				60

Item 2	Attachment 2 Hiwassee River Recreation Zone			
Item Number	Area	Number of Containers	Type of Container Units	Number of Bags
A	Quinn Springs Picnic Shelter	2	2	4
B	Hiwassee Picnic Area	4	2	8
C	Childers Creek	1	2	2
D	Big Bend Parking	1	2	2
E	Pine Thicket Picnic Area	1	2	2
F	Towee Launch	1	2	2
G	Powerhouse Launch	2	2	4
Total Bags				24
2A. Items A,B,C,D,E,F & G Shall Be Serviced for Period				
Dates		Pick-up Days		Number of Trips
April 3, - May 15, 2016		Sunday		7
May 22 - September 9, 2016		Sunday, Wednesday, Friday		48
September 11, - October 30, 2016		Sunday		8
ADD: May 30, July 4, September 5, 2016				3
Total Number Trips - 2A				66

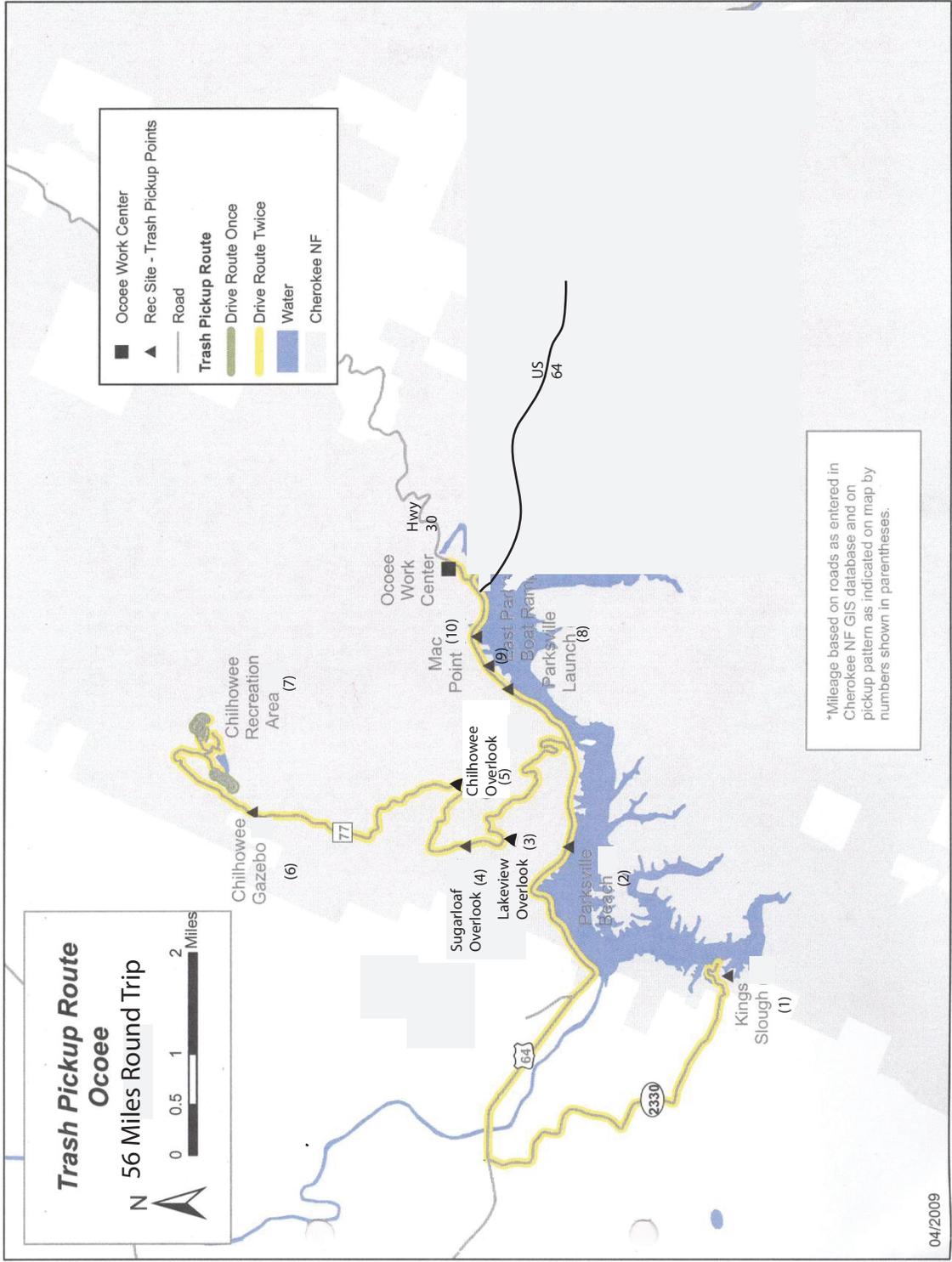
Option A	Attachment 3 ADD OPTION A			
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Item Number	Area	Number of Containers	Type of Container Units	Number of Bags
A1	Parksville Group Campground	10	2	20
A2	Parksville RV Campground	6	2	12
Total Bags				32

Option A: Item A1			Shall Be Serviced for Period:
Dates	Pick-up Days	Number of Trips	
April 3 - May 15, 2016	Sunday	7	
May 22 - September 9, 2016	Sunday, Wednesday, Friday	48	
September 11 - October 2, 2016	Sunday	4	
ADD: May 30, July 4, September 5, 2016		3	
Total Number Of Trips - A1			62

Item A2			Shall Be Serviced for Period
Dates	Pick-up Days	Number of Trips	
March 20 - May 15, 2016	Sunday	9	
May 22-September 9, 2016	Sunday, Wednesday, Friday	48	
September 11-October 30, 2016	Sunday	8	
ADD: May 30, July 4, September 5, 2016		3	
Total Number Of Trips - A2			68

Option B	Attachment 4 ADD OPTION B			
Item Number	Area	Number of Containers	Type of Container Units	Number of Bags
B1	Thunder Rock Campground	12	2	24
Total Bags				24
Option B:				
Item B1 Shall Be Serviced for Period:				
Dates	Pick-up Days	Number of Trips		
March 20- May 15, 2016	Sunday	9		
May 22- September 9, 2016	Sunday, Wednesday, Friday	48		
September 11- October 30, 2016	Sunday	8		
ADD: May 30, July 4, September 5, 2016		3		
Total Number Of Trips - B1				68

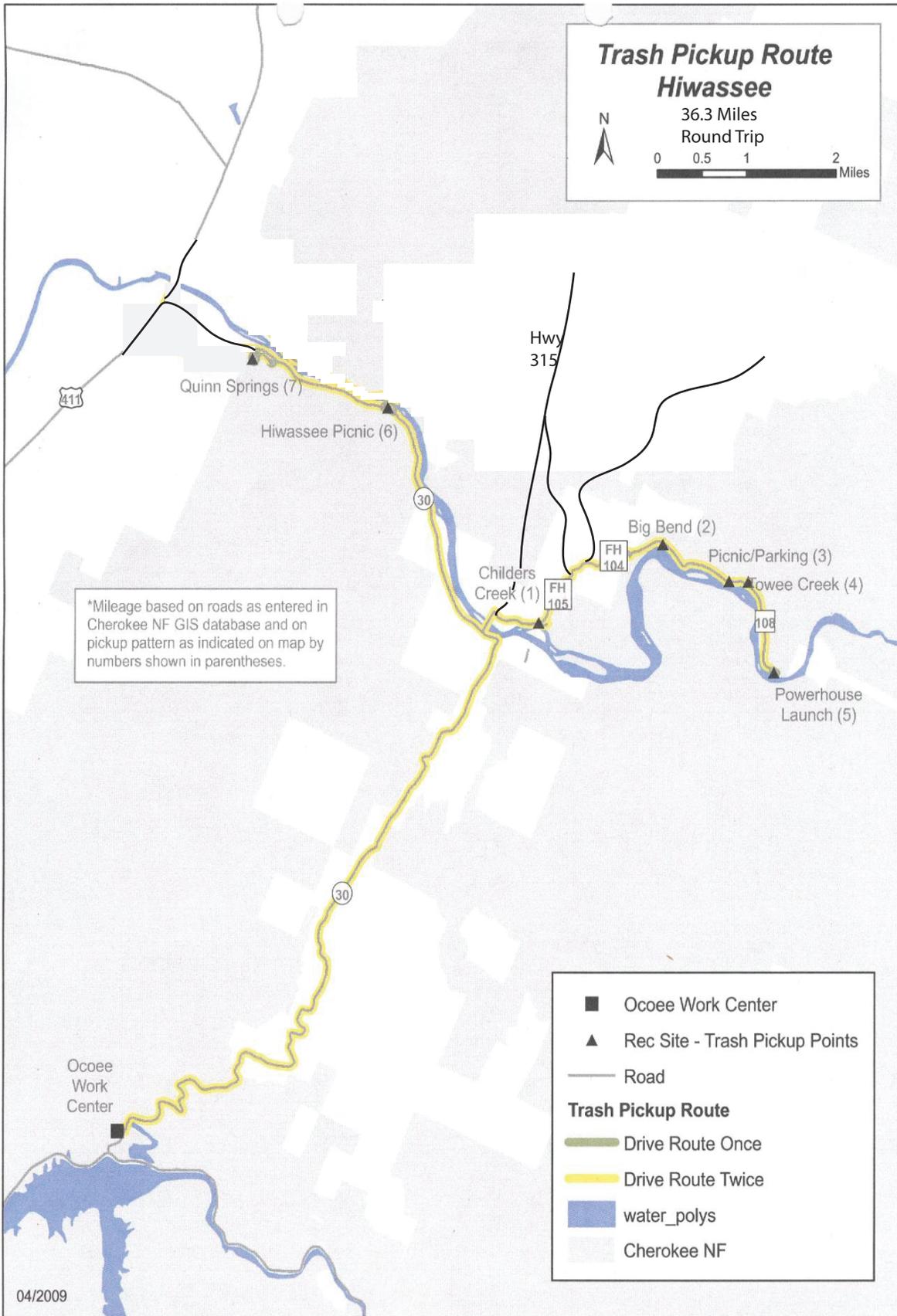


Trash Pickup Route Hiwassee

36.3 Miles
Round Trip

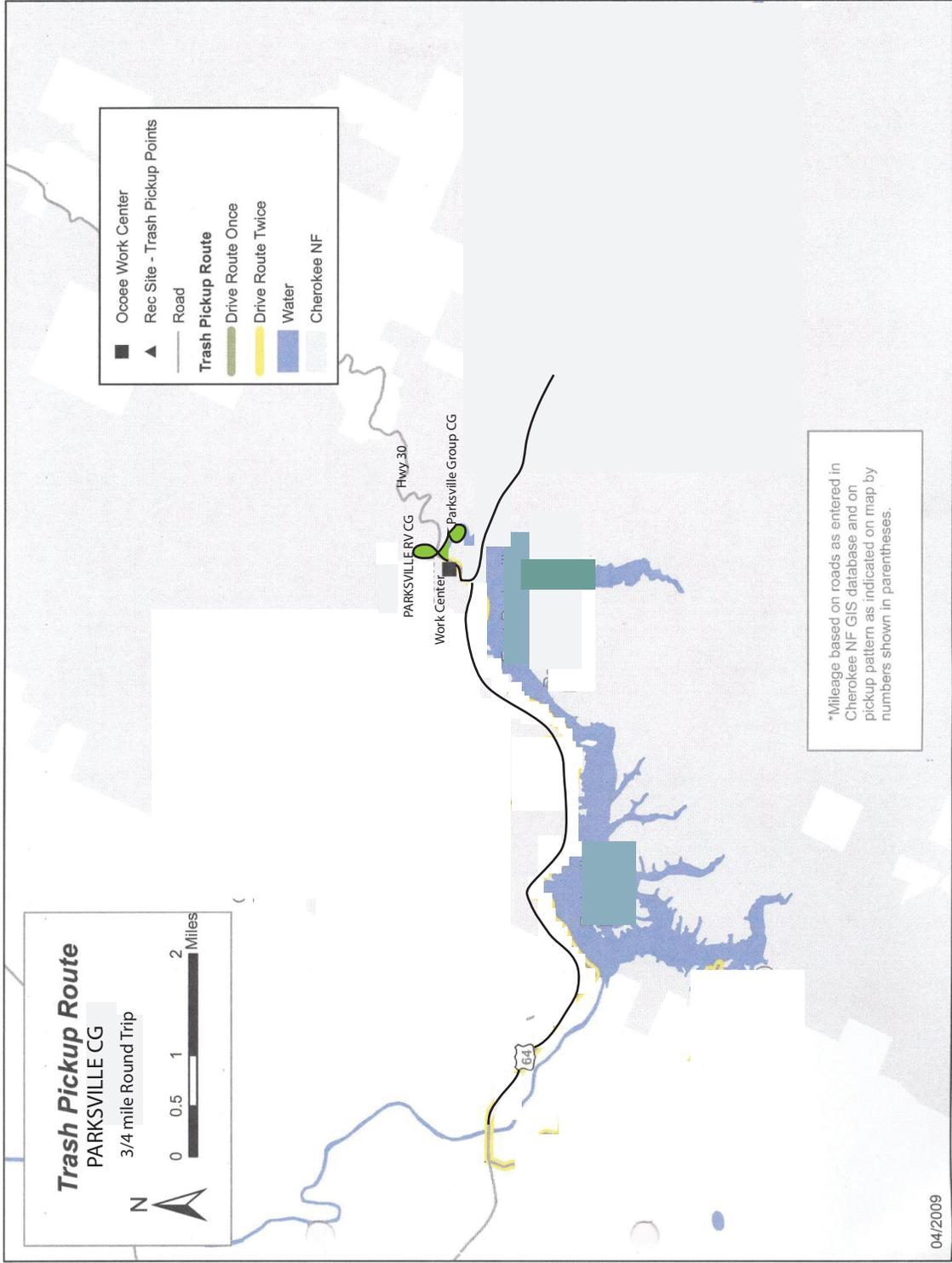


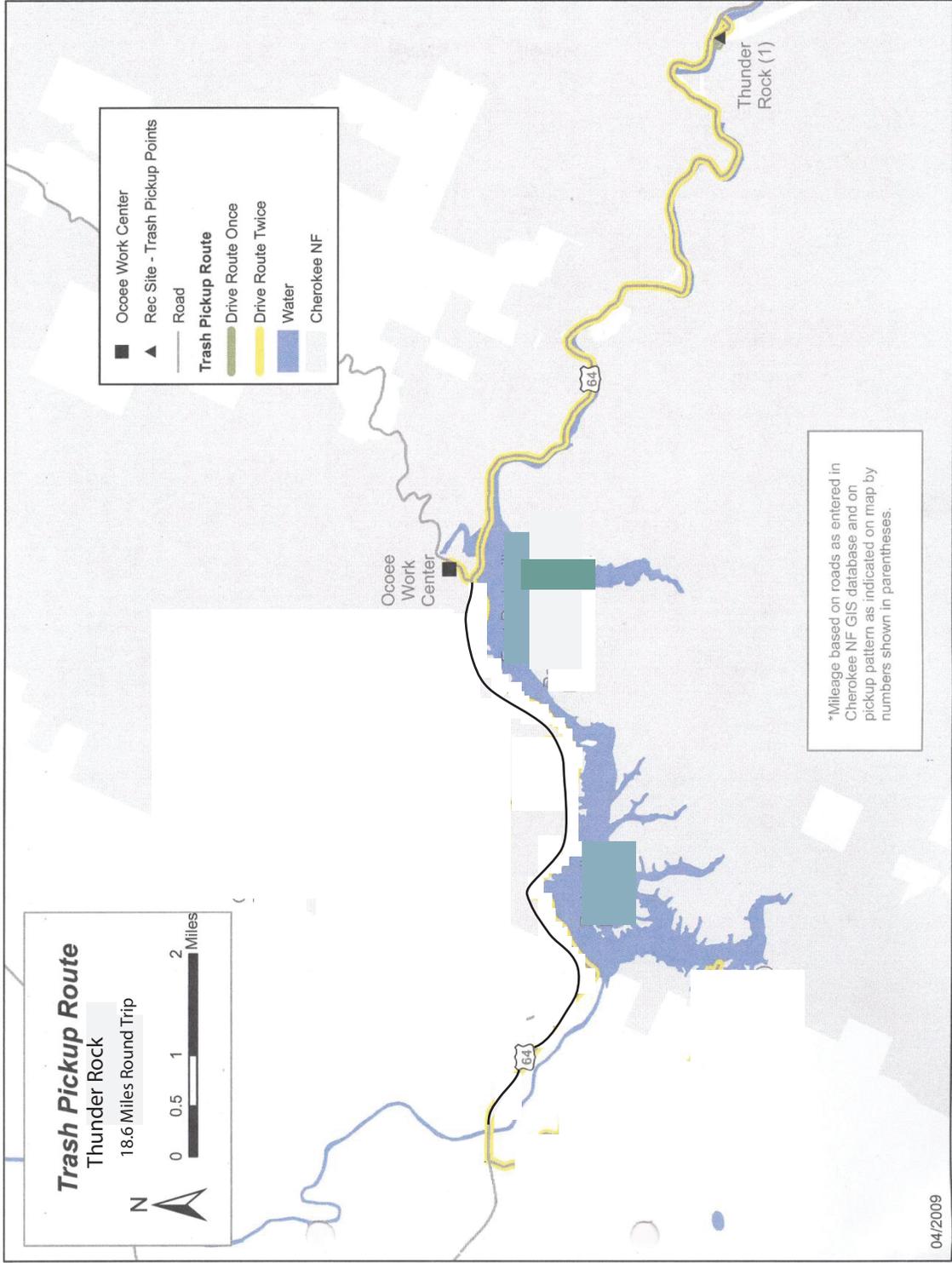
0 0.5 1 2 Miles



*Mileage based on roads as entered in Cherokee NF GIS database and on pickup pattern as indicated on map by numbers shown in parentheses.

■	Ocoee Work Center
▲	Rec Site - Trash Pickup Points
—	Road
Trash Pickup Route	
— (green)	Drive Route Once
— (yellow)	Drive Route Twice
— (blue)	water_polys
— (light gray)	Cherokee NF





WD 05-2491 (Rev.-16) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2491
Daniel W. Simms	Division of	Revision No.: 16
Director	Wage Determinations	Date Of Revision: 12/29/2015

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

States: Georgia, Tennessee

Area: Georgia Counties of Catoosa, Dade, Walker
 Tennessee Counties of Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, Sequatchie, Van Buren

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.60
01012 - Accounting Clerk II		15.10
01013 - Accounting Clerk III		15.83
01020 - Administrative Assistant		18.45
01040 - Court Reporter		13.86
01051 - Data Entry Operator I		12.16
01052 - Data Entry Operator II		13.27
01060 - Dispatcher, Motor Vehicle		18.58
01070 - Document Preparation Clerk		12.05
01090 - Duplicating Machine Operator		12.05
01111 - General Clerk I		11.34
01112 - General Clerk II		12.81
01113 - General Clerk III		13.89
01120 - Housing Referral Assistant		16.37
01141 - Messenger Courier		10.02
01191 - Order Clerk I		11.53
01192 - Order Clerk II		12.57
01261 - Personnel Assistant (Employment) I		12.60
01262 - Personnel Assistant (Employment) II		14.57
01263 - Personnel Assistant (Employment) III		15.86
01270 - Production Control Clerk		19.20
01280 - Receptionist		11.46
01290 - Rental Clerk		11.13
01300 - Scheduler, Maintenance		13.12
01311 - Secretary I		13.12
01312 - Secretary II		14.67
01313 - Secretary III		16.37
01320 - Service Order Dispatcher		14.61
01410 - Supply Technician		18.45
01420 - Survey Worker		14.55
01531 - Travel Clerk I		11.08

01532	- Travel Clerk II	11.72
01533	- Travel Clerk III	12.50
01611	- Word Processor I	13.83
01612	- Word Processor II	15.53
01613	- Word Processor III	17.37
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.37
05010	- Automotive Electrician	18.03
05040	- Automotive Glass Installer	17.15
05070	- Automotive Worker	17.15
05110	- Mobile Equipment Servicer	15.38
05130	- Motor Equipment Metal Mechanic	18.87
05160	- Motor Equipment Metal Worker	17.15
05190	- Motor Vehicle Mechanic	17.44
05220	- Motor Vehicle Mechanic Helper	14.45
05250	- Motor Vehicle Upholstery Worker	16.26
05280	- Motor Vehicle Wrecker	17.15
05310	- Painter, Automotive	18.03
05340	- Radiator Repair Specialist	17.15
05370	- Tire Repairer	11.58
05400	- Transmission Repair Specialist	17.31
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.28
07041	- Cook I	9.34
07042	- Cook II	10.42
07070	- Dishwasher	7.95
07130	- Food Service Worker	8.34
07210	- Meat Cutter	12.93
07260	- Waiter/Waitress	8.08
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.19
09040	- Furniture Handler	11.43
09080	- Furniture Refinisher	16.51
09090	- Furniture Refinisher Helper	13.38
09110	- Furniture Repairer, Minor	14.96
09130	- Upholsterer	14.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.90
11060	- Elevator Operator	10.19
11090	- Gardener	11.35
11122	- Housekeeping Aide	10.19
11150	- Janitor	10.19
11210	- Laborer, Grounds Maintenance	10.27
11240	- Maid or Houseman	8.31
11260	- Pruner	8.94
11270	- Tractor Operator	11.31
11330	- Trail Maintenance Worker	10.27
11360	- Window Cleaner	11.24
12000	- Health Occupations	
12010	- Ambulance Driver	14.30
12011	- Breath Alcohol Technician	15.33
12012	- Certified Occupational Therapist Assistant	23.99
12015	- Certified Physical Therapist Assistant	23.70
12020	- Dental Assistant	15.16
12025	- Dental Hygienist	27.47
12030	- EKG Technician	21.96
12035	- Electro-neuro-diagnostic Technologist	21.96
12040	- Emergency Medical Technician	14.30
12071	- Licensed Practical Nurse I	13.71
12072	- Licensed Practical Nurse II	15.33
12073	- Licensed Practical Nurse III	17.10
12100	- Medical Assistant	13.24
12130	- Medical Laboratory Technician	16.59

12160 - Medical Record Clerk	12.53
12190 - Medical Record Technician	14.02
12195 - Medical Transcriptionist	15.54
12210 - Nuclear Medicine Technologist	32.54
12221 - Nursing Assistant I	10.45
12222 - Nursing Assistant II	11.75
12223 - Nursing Assistant III	12.82
12224 - Nursing Assistant IV	14.39
12235 - Optical Dispenser	16.99
12236 - Optical Technician	13.69
12250 - Pharmacy Technician	13.01
12280 - Phlebotomist	14.39
12305 - Radiologic Technologist	24.74
12311 - Registered Nurse I	20.15
12312 - Registered Nurse II	24.66
12313 - Registered Nurse II, Specialist	24.66
12314 - Registered Nurse III	29.84
12315 - Registered Nurse III, Anesthetist	29.84
12316 - Registered Nurse IV	35.75
12317 - Scheduler (Drug and Alcohol Testing)	18.97
13000 - Information and Arts Occupations	
13011 - Exhibits Specialist I	16.85
13012 - Exhibits Specialist II	20.88
13013 - Exhibits Specialist III	25.55
13041 - Illustrator I	16.85
13042 - Illustrator II	20.88
13043 - Illustrator III	25.55
13047 - Librarian	23.12
13050 - Library Aide/Clerk	11.55
13054 - Library Information Technology Systems Administrator	20.88
13058 - Library Technician	14.21
13061 - Media Specialist I	15.06
13062 - Media Specialist II	16.85
13063 - Media Specialist III	18.79
13071 - Photographer I	12.26
13072 - Photographer II	13.71
13073 - Photographer III	16.52
13074 - Photographer IV	20.67
13075 - Photographer V	25.00
13110 - Video Teleconference Technician	15.27
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.11
14042 - Computer Operator II	18.05
14043 - Computer Operator III	20.10
14044 - Computer Operator IV	21.52
14045 - Computer Operator V	23.19
14071 - Computer Programmer I	20.37
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	15.11
14160 - Personal Computer Support Technician	21.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.13
15020 - Aircrew Training Devices Instructor (Rated)	36.75
15030 - Air Crew Training Devices Instructor (Pilot)	38.97
15050 - Computer Based Training Specialist / Instructor	32.13
15060 - Educational Technologist	25.93
15070 - Flight Instructor (Pilot)	38.97

15080 - Graphic Artist	20.15
15090 - Technical Instructor	17.58
15095 - Technical Instructor/Course Developer	22.62
15110 - Test Proctor	15.19
15120 - Tutor	15.19
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.23
16030 - Counter Attendant	8.23
16040 - Dry Cleaner	10.34
16070 - Finisher, Flatwork, Machine	8.23
16090 - Presser, Hand	8.23
16110 - Presser, Machine, Dry cleaning	8.23
16130 - Presser, Machine, Shirts	8.23
16160 - Presser, Machine, Wearing Apparel, Laundry	8.23
16190 - Sewing Machine Operator	10.98
16220 - Tailor	11.62
16250 - Washer, Machine	8.92
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.80
19040 - Tool and Die Maker	18.84
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.37
21030 - Material Coordinator	19.20
21040 - Material Expediter	19.20
21050 - Material Handling Laborer	10.89
21071 - Order Filler	11.03
21080 - Production Line Worker (Food Processing)	12.37
21110 - Shipping Packer	12.83
21130 - Shipping/Receiving Clerk	12.83
21140 - Store Worker I	11.83
21150 - Stock Clerk	16.02
21210 - Tools and Parts Attendant	12.37
21410 - Warehouse Specialist	12.37
23000 - Mechanics and Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.87
23021 - Aircraft Mechanic I	20.83
23022 - Aircraft Mechanic II	21.87
23023 - Aircraft Mechanic III	22.97
23040 - Aircraft Mechanic Helper	15.66
23050 - Aircraft, Painter	18.79
23060 - Aircraft Servicer	17.64
23080 - Aircraft Worker	18.60
23110 - Appliance Mechanic	18.26
23120 - Bicycle Repairer	11.38
23125 - Cable Splicer	22.52
23130 - Carpenter, Maintenance	16.23
23140 - Carpet Layer	18.95
23160 - Electrician, Maintenance	21.18
23181 - Electronics Technician Maintenance I	20.88
23182 - Electronics Technician Maintenance II	24.07
23183 - Electronics Technician Maintenance III	27.10
23260 - Fabric Worker	17.95
23290 - Fire Alarm System Mechanic	20.36
23310 - Fire Extinguisher Repairer	18.29
23311 - Fuel Distribution System Mechanic	20.36
23312 - Fuel Distribution System Operator	16.60
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	20.83
23381 - Ground Support Equipment Servicer	17.64
23382 - Ground Support Equipment Worker	18.60
23391 - Gunsmith I	18.29
23392 - Gunsmith II	18.95
23393 - Gunsmith III	20.83

23410 - Heating, Ventilation and Air-Conditioning Mechanic	16.80
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	17.57
23430 - Heavy Equipment Mechanic	18.30
23440 - Heavy Equipment Operator	16.68
23460 - Instrument Mechanic	20.83
23465 - Laboratory/Shelter Mechanic	19.91
23470 - Laborer	10.89
23510 - Locksmith	19.91
23530 - Machinery Maintenance Mechanic	18.28
23550 - Machinist, Maintenance	18.13
23580 - Maintenance Trades Helper	12.29
23591 - Metrology Technician I	20.83
23592 - Metrology Technician II	21.87
23593 - Metrology Technician III	22.78
23640 - Millwright	21.70
23710 - Office Appliance Repairer	18.35
23760 - Painter, Maintenance	14.75
23790 - Pipefitter, Maintenance	19.78
23810 - Plumber, Maintenance	18.90
23820 - Pneudraulic Systems Mechanic	20.83
23850 - Rigger	20.83
23870 - Scale Mechanic	18.95
23890 - Sheet-Metal Worker, Maintenance	17.33
23910 - Small Engine Mechanic	18.95
23931 - Telecommunications Mechanic I	21.68
23932 - Telecommunications Mechanic II	22.70
23950 - Telephone Lineman	19.25
23960 - Welder, Combination, Maintenance	17.56
23965 - Well Driller	20.83
23970 - Woodcraft Worker	20.83
23980 - Woodworker	14.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.56
24580 - Child Care Center Clerk	13.19
24610 - Chore Aide	8.24
24620 - Family Readiness And Support Services Coordinator	14.32
24630 - Homemaker	16.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.91
25040 - Sewage Plant Operator	15.75
25070 - Stationary Engineer	22.91
25190 - Ventilation Equipment Tender	15.88
25210 - Water Treatment Plant Operator	15.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.60
27007 - Baggage Inspector	12.76
27008 - Corrections Officer	15.43
27010 - Court Security Officer	17.00
27030 - Detection Dog Handler	14.27
27040 - Detention Officer	15.43
27070 - Firefighter	17.01
27101 - Guard I	12.76
27102 - Guard II	14.27
27131 - Police Officer I	16.62
27132 - Police Officer II	18.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.40
28042 - Carnival Equipment Repairer	11.21
28043 - Carnival Equipment Worker	8.35
28210 - Gate Attendant/Gate Tender	14.55

28310	- Lifeguard	11.34
28350	- Park Attendant (Aide)	16.27
28510	- Recreation Aide/Health Facility Attendant	12.14
28515	- Recreation Specialist	17.73
28630	- Sports Official	12.96
28690	- Swimming Pool Operator	17.81
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker and Bracer	20.16
29020	- Hatch Tender	20.16
29030	- Line Handler	20.16
29041	- Stevedore I	19.09
29042	- Stevedore II	21.24
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	16.68
30022	- Archeological Technician II	17.83
30023	- Archeological Technician III	22.10
30030	- Cartographic Technician	22.10
30040	- Civil Engineering Technician	19.82
30061	- Drafter/CAD Operator I	16.68
30062	- Drafter/CAD Operator II	17.83
30063	- Drafter/CAD Operator III	20.11
30064	- Drafter/CAD Operator IV	24.47
30081	- Engineering Technician I	15.18
30082	- Engineering Technician II	17.03
30083	- Engineering Technician III	19.05
30084	- Engineering Technician IV	23.61
30085	- Engineering Technician V	28.88
30086	- Engineering Technician VI	34.94
30090	- Environmental Technician	22.10
30210	- Laboratory Technician	18.26
30240	- Mathematical Technician	22.10
30361	- Paralegal/Legal Assistant I	17.35
30362	- Paralegal/Legal Assistant II	20.93
30363	- Paralegal/Legal Assistant III	23.95
30364	- Paralegal/Legal Assistant IV	31.00
30390	- Photo-Optics Technician	22.10
30461	- Technical Writer I	21.75
30462	- Technical Writer II	26.59
30463	- Technical Writer III	32.19
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 (see 2)	20.11
Surface Programs		
30621	- Weather Observer, Senior (see 2)	22.10
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	12.18
31030	- Bus Driver	16.16
31043	- Driver Courier	13.35
31260	- Parking and Lot Attendant	9.07
31290	- Shuttle Bus Driver	13.72
31310	- Taxi Driver	9.63
31361	- Truck driver, Light	13.72
31362	- Truck driver, Medium	15.12
31363	- Truck driver, Heavy	18.50
31364	- Truck driver, Tractor-Trailer	18.50
99000	- Miscellaneous Occupations	
99030	- Cashier	7.85

99050 - Desk Clerk	9.60
99095 - Embalmer	21.68
99251 - Laboratory Animal Caretaker I	10.35
99252 - Laboratory Animal Caretaker II	10.87
99310 - Mortician	21.68
99410 - Pest Controller	13.66
99510 - Photofinishing Worker	12.96
99710 - Recycling Laborer	13.10
99711 - Recycling Specialist	16.90
99730 - Refuse Collector	12.53
99810 - Sales Clerk	12.50
99820 - School Crossing Guard	12.73
99830 - Survey Party Chief	16.67
99831 - Surveying Aide	10.87
99832 - Surveying Technician	14.95
99840 - Vending Machine Attendant	12.33
99841 - Vending Machine Repairer	14.64
99842 - Vending Machine Repairer Helper	12.35

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 8 years, and 4 weeks after 20 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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.

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

52.204-8 Annual Representations and Certifications. (JAN 2016)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562111.
- (2) The small business size standard is \$38.5 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:

(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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 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 representations or 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 Representations 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 562111 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): All

- NAICS Code 562111

- Size Standard: \$38.5 million dollars average annual receipts for the preceding three fiscal years.

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

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

52.215-5 Facsimile Proposals. (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) **The telephone number of receiving facsimile equipment is: 423-339-8635.**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

52.237-1 Site Visit. (APR 1984)

452.204-70 Inquiries. (FEB 1988)

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

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

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.

PART IV - SECTION M - Evaluation Factors for Award

AWARD DETERMINATION

Award will be made to the vendor who represents the best value to the Government, price and other factors considered. Other factors include experience and past performance.

Vendor must provide answers to the Evaluation Factors, below, and submit with Quotation. Vendor must provide pricing on all sub-items under Item 1, Item 2, Add Item A, and Add Item B in order to be considered for award.

EVALUATION FACTORS

The following evaluation factors are listed in descending order of importance, with the technical factors having a relative weight approximately equal to cost/price.

Additionally, the sub-factors within the technical criteria are listed in descending order of importance, i.e., the first listed factor carries a greater weight than the second listed sub-factor, and so on.

Although evaluation may be made initially on responses as listed, the Government reserves the right to make cost versus technical trades off that are in the interest and to the advantage of the Government, prior to effecting award.

TECHNICAL

1. Past Performance

- A. State your firm's experience with the specific type of work to be performed during the last five years, with dates.
- B. State your organization's prior work experience in the general type of work to be performed during the last five years, with date(s) and location(s) of those experiences.
- C. State whether you have physically inspected the collection sites and determined the logistical challenges of the work, including routes of transport.
- D. State whether you have ever been Terminated for Default; and if so, provide the dates and circumstances.

2. References

- A. USDA-Forest Service and other Government Agency experience: by contact name, position and phone number.
- B. State Experience: by contact name, position, and phone number.
- C. Private Experience: by contact name, position and phone number.

3. Organization

- A. State your methodology/approach to performance of this project.
- B. List type of tools/equipment/vehicle(s) (be specific) to be utilized.
- C. Experience of Key Personnel/Superintendent for the project in THIS SPECIFIC TYPE OF WORK.
- D. Number of workers, and their experience, who are immediately available for this project, and their average number of years' experience.

II. COST/PRICE:

- A. The proposed Cost /Price shall be placed in the appropriate space(s) in the Schedule of Items, Section B.