

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 41
1. REQUEST NO. AG-4756-S-16-0015	2. DATE ISSUED 01/29/2016	3. REQUISITION/PURCHASE REQUEST NO. 785009	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) 02/28/2017		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
			9. DESTINATION		
			a. NAME OF CONSIGNEE USDA FOREST SERVICE		
NAME JANE ADLER		TELEPHONE NUMBER AREA CODE 423 NUMBER 476-9700	b. STREET ADDRESS OCOEE RANGER DISTRICT 3171 HWY 64		
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS			c. CITY  BENTON		
d. CITY		e. STATE	f. ZIP CODE	d. STATE TN	e. ZIP CODE 37307-9753
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)
001	Perform Soil, Water and Wildlife Area Rehabilitation, As Needed, Ocoee Ranger District.  DUNS # _____  Registered in SAM Yes _____ No _____ Period of Performance: 03/01/2016 to 02/28/2017  Perform activities for Soil, Water and Wildlife Habital Improvements. 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	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					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
d. CITY			e. STATE		AREA CODE
			f. ZIP CODE		NUMBER
			c. TITLE (Type or print)		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
AG-4756-S-16-0015

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 02/28/2017				

**PART I—THE SCHEDULE**

**SECTION B - Supplies or Services and Prices/Costs 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.

**ITEM 1 – Base Period, March 1, 2016 through February 28, 2017.**

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A. Ground Preparation, Liming, and Fertilizing of:				
1) Millsets, Logging Roads, and/or Wildlife Areas.	25	Acre	\$ _____	\$ _____
2) Skid Roads over 30%	2	Acre	\$ _____	\$ _____
B. Ground Preparation only of:				
1) Millsets, Logging Roads, and/or Wildlife Areas.	10	Acre	\$ _____	\$ _____
C. Seeding of:				
1) Millsets, Logging Roads and/or Wildlife Areas during Fall Season:	15	Acre	\$ _____	\$ _____
2) Millsets, Logging Roads and/or Wildlife Areas during Spring Season	3	Acre	\$ _____	\$ _____
3) Millsets, Logging Roads and/or Wildlife Areas using Government Furnished Seed.	10	Acre	\$ _____	\$ _____
4) Skid Roads over 30%	2	Acre	\$ _____	\$ _____
D. Furnish farm tractor with boom-type spray rig or equivalent with operator to apply Government-Furnished herbicide with Supervision/Direction by COR/Inspector.	50	Acre	\$ _____	\$ _____

**TOTAL ITEM 1 (1A – 1D) \$ \_\_\_\_\_**

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

## SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 100 – GENERAL REQUIREMENTS

#### 110 Scope of Contract

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.

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.

#### 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 Ocoee/Hiwassee Ranger District. The COR will initiate delivery orders to be approved by the Contracting Officer.

#### 130 Description

This work shall consist of:

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

For contracting purposes only, acreage of roads treated shall be based on one pass each side of the road, and shall equal 2.0 acres per mile. Any additional passes made for wide spots, turnarounds, etc... has been calculated and acreage added based on most current information available.

Plot Openings shall be treated from edge to edge.

All acreage has been calculated using GPS Equipment and is rounded up to the nearest tenth of an acre.

#### 140 - Location

Project areas are located within the boundaries of the Cherokee National Forest, Ocoee/Hiwassee Ranger District in Polk, McMinn, and Monroe counties, Tennessee.

See attached maps of the Ocoee/Hiwassee District.

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. The Contractor will be responsible for physically marking and keeping a log for each additional tree removed for inspection and coordinating with the Contracting Officer's Representative for payment.

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. Millsets and Logging Roads

**Ground Preparation:** Harrowing, disking or ripping is required on designated sites to a depth of 4-6 inches. The ripping may be done with a spring tooth plow or in some cases a sub-soiler may be needed to break up compaction. Fertilizer and lime shall be applied just prior to disking and mixed thoroughly with the soil prior to seeding.

**Lime:** Lime shall be calcitic granular agricultural ground limestone and shall be screened to Tennessee State gradation. Application rate will be 2 tons 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 other method can be utilized. Examples of methods not allowed are spreading by hand or shovel. **Application shall not be done when the ground is excessively wet, frozen, or otherwise untillable. Nor shall it be done before or during windy, rainy or inclement weather, that would cause the prepared surface to erode.**

#### B. Wildlife Plots (Linear Wildlife Openings and Plot Wildlife Openings)

Ground Preparation: Harrowing, disking or ripping is required on designated sites to a depth of 4-6 inches. The ripping may be done with a spring tooth plow or in some cases a sub-soiler may be needed to break up compaction. Fertilizer and lime shall be applied prior to disking and mixed thoroughly 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 2 tons 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 other method can be utilized. Examples of methods not allowed are spreading by hand or shovel. **Application shall not be done when the ground is excessively wet, frozen, or otherwise untillable. Nor shall it be done before or during windy, rainy or inclement weather, that would cause the prepared surface to erode.**

#### C. Skid roads over 30% slope.

Ground preparation shall be the same as for millsets and logging roads; however, this ground may be too steep for a farm tractor. The treatment of these roads may require special equipment and must be approved by the COR.

#### 220 Ground Preparation Only

Harrowing, disking or ripping is required on designated sites to a depth of 4-6 inches. The ripping may be done with a spring tooth plow or in some cases a sub-soiler may be needed to break up compaction. **No Fertilizer or Lime applications will be made.**

## 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 Ocoee/Hiwassee District:

### A. Millsets, Logging Roads and Wildlife Openings During Fall Season Using:

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

### B. Millsets, Logging Roads and Wildlife Openings During Spring Using:

Annual Rye Grass - 5 pounds per acre  
Milo – 7 pounds per acre  
Brown-top Millet – 15 pounds per acre

### C. Millsets, Logging Roads and Wildlife Openings Using Government Furnished Seed.

Seed will be provided as stated in Government Furnished Property and Seeding rates shall be based on standard recommendations and/or as needed.

### D. Skid roads over 30% slope Using Seed Mix For Spring or Fall as Stated Above:

Seeding rates shall be the same as for millsets and logging roads; however, this ground may be too steep for a farm tractor and may require special equipment. Hand seeding shall need approval from COR.

## 260 Spraying

Apply government-supplied herbicides on millsets, 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 Certified Pesticide Applicator. Application shall not be done before or during windy, rainy or inclement weather, that would cause the herbicide to lose it's effectiveness.**

### **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](http://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 payment must be submitted by contractor through the Invoice Processing Platform ([ipp.gov](http://ipp.gov)); payment will be made by electronic funds transfer to bank account registered in the System for Award Management ([sam.gov](http://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/](http://www.arnet.gov/far/) or [www.usda.gov/procurement/policy/agar.html](http://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:**

<u>Schedule of Items</u>	<u>Contract Time*</u>
1. Ground preparation, liming and fertilizer.	
A. Millsets and Logging Roads, and/or Wildlife Areas	0.5 day/acre
B. Skid Roads over 30%	1.0 day/acre
2. Ground Preparation Only	0.25 day/acre
3. Seeding	
A. Millsets, Logging Roads and/or Wildlife Areas during Fall Season	0.25 day/acre
B. Millsets, Logging Roads and/or Wildlife Areas during Spring Season	0.25 day/acre
C. Millsets, Logging Roads and/or Wildlife Areas using Government Furnished Seed.	0.25 day/acre
D. Skid Roads over 30% during Fall Season	0.50 day/acre
4. Furnish farm tractor with boom-type spray rig, or Equivalent, on operated basis to apply Government- Furnished herbicide with Supervision/Direction by Inspector/CO	1.25 hours/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 March 1, 2016 through February 28, 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 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.

**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  
3171 Highway 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 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 Ocoee Ranger District Work Center, located on Hwy. 30, approx. ½ mile off Hwy. 64, Benton (Parksville), Tennessee between the hours of 7:00 a.m. and 5:30 p.m., Monday through Thursday, excluding Federal Holidays. The contractor shall give one day advance 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. See Clause 52.245-4, Government-Furnished Property (Short Form).

2. Government-furnished seed.

Government-furnished seed will be available for pickup upon request at the Ocoee Ranger District Work Center, located on Hwy. 30, approx. ½ mile off Hwy. 64, Benton (Parksville), Tennessee between the hours of 7:00 am and 5:30 p.m., Monday through Thursday, excluding Federal Holidays or at a mutually agreed upon location including but not limited to the job site and/or 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 of 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 **March 1, 2016 through February 28, 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**

<u>Paid Holidays</u>	<u>Paid Vacation</u>	<u>Health and Insurance</u>
1. New Year’s Day	2 hours Annual Leave each week	5.1% of hourly rate
2. Martin Luther King’s Birthday	with less than 3 yrs service	
3. Washington’s Birthday	3 hours Annual Leave each week	
4. Memorial Day	with 3 but less than 15 years service	
5. Independence Day	4 hours Annual Leave each week	<u>Retirement</u>
6. Labor Day	with 15 or more years service	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*

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

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

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor  Daniel W. Simms                      Division of Director                              Wage Determinations		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2005-2491 Revision No.: 16 Date Of Revision: 12/29/2015
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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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

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\*\*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 - Electroneurodiagnostic 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, Drycleaning	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 Contditioning 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 Surface Programs	(see 2) 20.11
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 - Truckdriver, Light	13.72
31362 - Truckdriver, Medium	15.12
31363 - Truckdriver, Heavy	18.50
31364 - Truckdriver, 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

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 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.

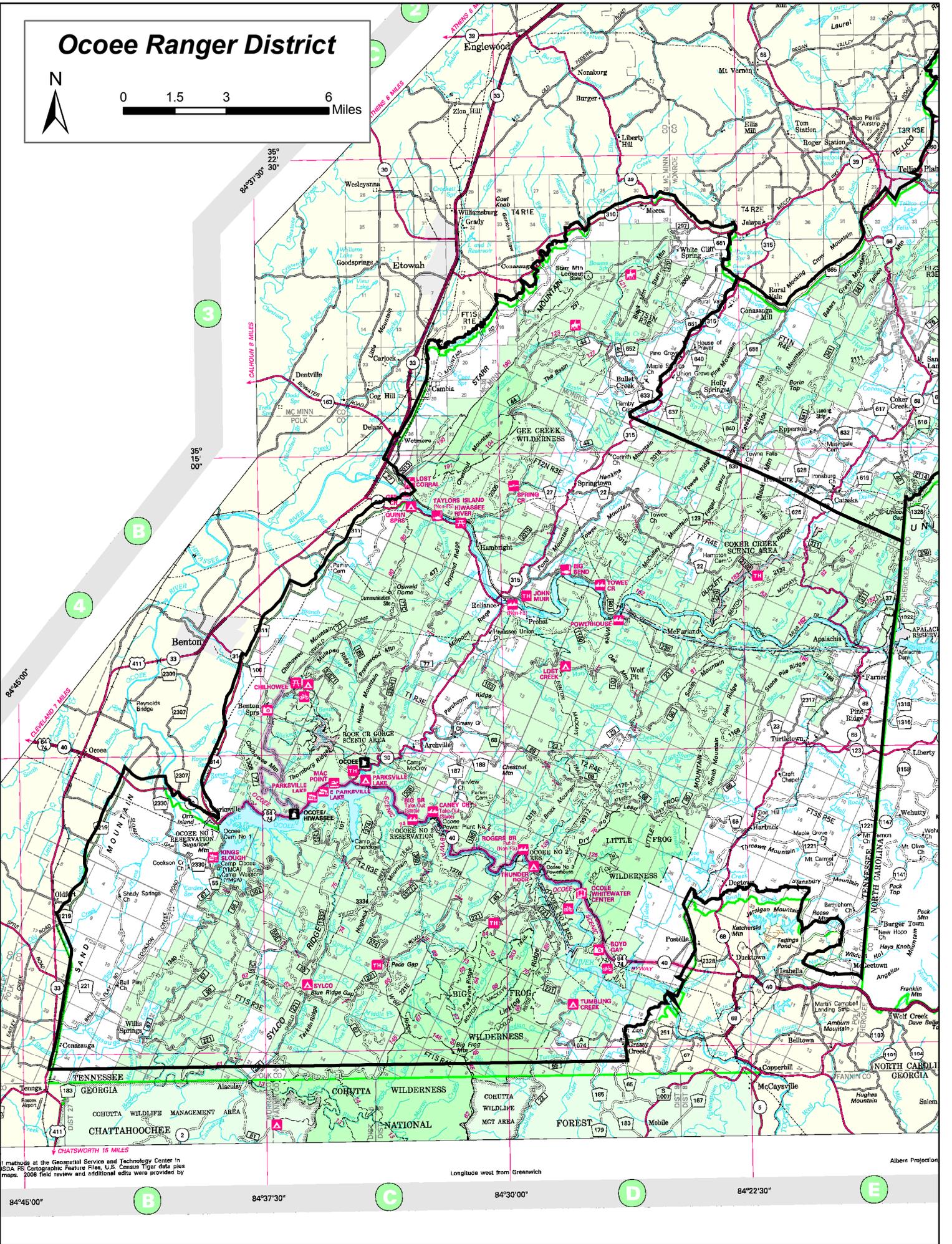
Information required by the Regulations must be submitted on SF 1444 or bond paper.

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.

# Ocoee Ranger District



0 1.5 3 6 Miles

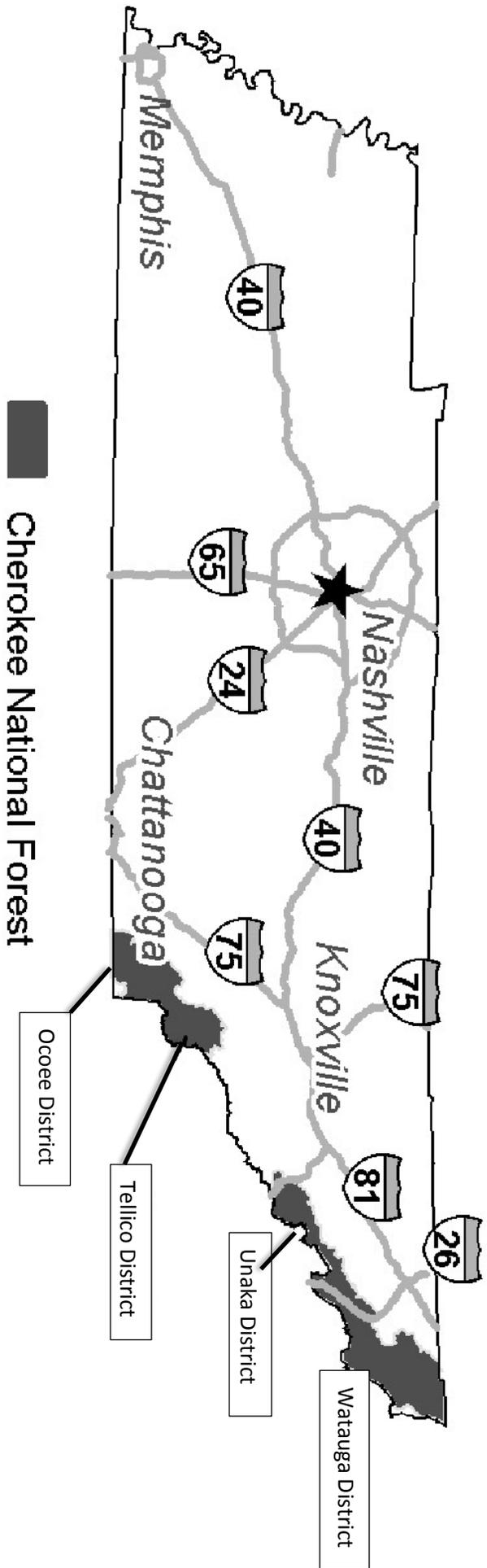


Methods at the Geospatial Service and Technology Center in ASDA. FS Cartographic Feature File, U.S. Census Tiger data plus maps, 2006 field review and additional edits were provided by

Longitude west from Greenwich

Albers Projection

84°45'00" 84°37'30" 84°30'00" 84°22'30"



**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:

(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 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 [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 debarment 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.