

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 2
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-64R4-S-12-0004	6. SOLICITATION ISSUE DATE 01/27/2012
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHN SWIZDOR		b. TELEPHONE NUMBER (No collect calls) (573) 341-7407	8. OFFER DUE DATE/LOCAL TIME 02/24/2012 1600 CT
9. ISSUED BY MARK TWAIN NATIONAL FOREST 401 FAIRGROUNDS ROAD ROLLA MO 65401			CODE 64R4	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 562991 SIZE STANDARD: \$7.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
15. DELIVER TO		CODE		13b. RATING	
17a. CONTRACTOR/OFFEROR		CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY		CODE 64R4	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. ADMINISTERED BY MARK TWAIN NATIONAL FOREST 401 FAIRGROUNDS ROAD ROLLA MO 65401		18. ADMINISTERED BY MARK TWAIN NATIONAL FOREST 401 FAIRGROUNDS ROAD ROLLA MO 65401	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		24. AMOUNT	
		Technical Point of Contact is: Scott Pierce 573-438-5427 Administrative Point of Contact is: John Swizdor 573-341-7407 Potosi Ranger District Recreation Area Toilet Pumping (Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
				JOHN V. SWIZDOR	
30c. DATE SIGNED		31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT _____ 37. CHECK NUMBER _____

PARTIAL FINAL
 COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (*Print*) _____

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (*Location*) _____

42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

PART I—THE SCHEDULE
SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Vault Toilet Waste Pumping and Disposal – Berryman Recreation Area (1 toilet) Potosi/Fredericktown Ranger District, Washington County, Missouri				
	Base Year – Date of Award to 09/30/12	1	EA	\$	\$
	Option Year I – 10/01/12 to 09/30/13	1	EA	\$	\$
	Option Year II – 10/01/13 to 09/30/14	1	EA	\$	\$
	Option Year III – 10/01/14 to 09/30/15	1	EA	\$	\$
	Option Year IV – 10/01/15 to 09/30/16	1	EA	\$	\$
2	Vault Toilet Waste Pumping and Disposal – Council Bluff Recreation Area (9 toilets, 2 of which are doubles, 2 host site holding tanks, and 2 shower house septic tanks) Potosi/Fredericktown Ranger District, Iron County, Missouri				
	Base Year – Date of Award to 09/30/12	1	EA	\$	\$
	Option Year I – 10/01/12 to 09/30/13	1	EA	\$	\$
	Option Year II – 10/01/13 to 09/30/14	1	EA	\$	\$
	Option Year III – 10/01/14 to 09/30/15	1	EA	\$	\$
	Option Year IV – 10/01/15 to 09/30/16	1	EA	\$	\$
3	Vault Toilet Waste Pumping and Disposal – Marble Creek Recreation Area (2 toilets) Potosi/Fredericktown Ranger District, Madison County, Missouri				
	Base Year – Date of Award to 09/30/12	1	EA	\$	\$
	Option Year I – 10/01/12 to 09/30/13	1	EA	\$	\$
	Option Year II – 10/01/13 to 09/30/14	1	EA	\$	\$
	Option Year III – 10/01/14 to 09/30/15	1	EA	\$	\$
	Option Year IV – 10/01/15 to 09/30/16	1	EA	\$	\$

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
4	Vault Toilet Waste Pumping and Disposal – Red Bluff Recreation Area (5 toilets, and 1 host site holding tank) Potosi/Fredericktown Ranger District, Crawford County, Missouri				
	Base Year – Date of Award to 09/30/12	1	EA	\$	\$
	Option Year I – 10/01/12 to 09/30/13	1	EA	\$	\$
	Option Year II – 10/01/13 to 09/30/14	1	EA	\$	\$
	Option Year III – 10/01/14 to 09/30/15	1	EA	\$	\$
	Option Year IV – 10/01/15 to 09/30/16	1	EA	\$	\$
5	Vault Toilet Waste Pumping and Disposal – Silver Mines Recreation Area (8 toilets, and 2 host site holding tanks) Potosi/Fredericktown Ranger District, Madison County, Missouri				
	Base Year – Date of Award to 09/30/12	1	EA	\$	\$
	Option Year I – 10/01/12 to 09/30/13	1	EA	\$	\$
	Option Year II – 10/01/13 to 09/30/14	1	EA	\$	\$
	Option Year III – 10/01/14 to 09/30/15	1	EA	\$	\$
	Option Year IV – 10/01/15 to 09/30/16	1	EA	\$	\$

Additional Contractor Notes:

1. At each location one or more toilets may be required to be pumped. Unit prices should reflect the price of pumping a single toilet. The Government reserves the right to request services for less than the number of toilets at each site.
2. Contractor must be registered in www.ccr.gov and <https://orca.bpn.gov> in order to submit an offer on this project.
3. Award will be made to one contractor. You must submit pricing for all items, including any option items and/or option years.

452.216-73 Minimum And Maximum Contract Amounts (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$200.00, but not in excess of \$150,000.00.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SCOPE OF CONTRACT

Contractor shall furnish all labor, materials, tools, transportation, permits, insurance, and supervision necessary to remove solids and liquids from vault toilets at various locations on the Potosi Ranger District, Mark Twain National Forest.

At each location one or more toilets may be required to be pumped. Unit prices should reflect the price of pumping a single toilet. The Government reserves the right to request services for less than the number of toilets at each site.

TECHNICAL SPECIFICATIONS

The Contractor shall personally, or through a competent foreman, supervise the work of their employees to insure that the provisions of these specifications and the terms and conditions of this contract are being carried out.

The contractor shall be required to meet the follow requirements each time a task order is issued:

1. Contractor shall respond to each request within 48 hours. Notification of services required shall be made by telephone by the Contracting Officer's Representative (COR) and followed up by a written confirmation task order from the Contracting Officer (CO).
2. Complete removal of all solids and liquids from vaults specified by the task order.
3. Placement of 100 gallons of water in each vault following pumping.
4. Proper disposal of wastes in accordance with Missouri Department of Natural Resources regulations. The Contractor shall be required to provide a permit for land dispersion or shall be required to provide trip tickets for disposal at a sewage treatment plant.

LOCATION AND DESCRIPTION

SITE LOCATION	DISTRICT	COUNTY	NO. OF TOILETS
Berryman Recreation Area	Potosi Unit	Washington	1 toilet
Council Bluff Recreation Area	Potosi Unit	Iron	9 toilets, 2 of which are doubles, 2 host site holding tanks, and 2 shower house septic tanks.
Marble Creek Recreation Area	Fredericktown Unit	Madison	2 toilets
Red Bluff Recreation Area	Potosi Unit	Crawford	5 toilets, and 1 host site holding tank.
Silver Mines Recreation Area	Fredericktown Unit	Madison	8 toilets, and 2 host site holding tanks.

CONTRACT TYPE

This solicitation is for an indefinite-quantity contract and is effective for the period stated in the Schedule (see FAR 52.216-22). Performance of services shall be made only as ordered in individual task orders in accordance with the Ordering Clause (52.216-18).

AGAR 452.211-73 Attachments To Statement Of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

IMPORTANT NOTICE TO OFFERORS

CENTRAL CONTRACTOR REGISTRATION: In order to be eligible for an award, potential contractors must comply with all requirements of FAR Clause 52.204-7, Central Contractor Registration.

All offerors must submit the following information:

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:

FEDERAL TAX IDENTIFICATION NUMBER:

ARE YOU REGISTERED IN THE CENTRAL CONTRACTOR REGISTRY? YES NO

ARE YOU REGISTERED IN THE ONLINE REPRESENTATIONS AND CERTIFICATIONS (ORCA) DATABASE? YES NO

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

{For this Solicitation, there are NO clauses in this Section}

SECTION F--DELIVERIES OR PERFORMANCE

AGAR 452.211-74 Period of Performance. (Feb 1988)

The period of performance of this contract is from date of award through 09/30/2016.

The Contractor shall maintain progress at a rate which shall assure completion and acceptance of work within the specified contract time.

SECTION G--CONTRACT ADMINISTRATION DATA

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate a Contracting Officer's Representative (COR) at the time of award.

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

On all matters that pertain to the contract terms the contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the contracting officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

{For this Solicitation, there are NO clauses in this Section}

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-7	Central Contractor Registration (APR 2008)
52.219-6	Notice of Total Small Business Set-Aside (JUN 2003)
52.219-28	Post-Award Small Business Program Rerepresentation (APR 2009)
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (Sep 2010)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.243-1	Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.237-75 Restrictions Against Disclosure (FEB 1988)

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (JAN 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (Oct 2008).

- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
 - (A) Delivered;
 - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
 - (C) Furnished by the Contractor for use by the Government; or
 - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
 - (A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such

as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

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 date of award through September 30, 2016.

(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 \$200.00, 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 \$50,000.00;

(2) Any order for a combination of items in excess of \$150,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (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 10 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.

52.216-22 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 December 31, 2016

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 180 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It Is Not A Wage Determination.*

Employee Class	Monetary Wage--Fringe Benefits
<u>GS4 Laborer</u>	<u>\$110/day plus fringes</u>

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Order of Precedence—Uniform Contract Format

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

Attachment 1 Contractor Information Sheet

Attachment 2 Past Performance Information Sheet

Attachment 3 Wage Determination MO 2005-2310

PART IV--REPRESENTATIONS AND INSTRUCTIONS

SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-8 Annual Representations and Certifications (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562991.

(2) The small business size standard is \$7 Million.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 the clause at 52.204-7, Central Contractor Registration.

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

(vi) 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.

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

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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.

(xiii) 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.

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

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

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

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

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[*Contracting Officer check as appropriate.*]

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 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 Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA 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 #	Title	Date	Change
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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 ORCA.

**Attachment 1
 Contractor Information Sheet**

SECTION 1 – GENERAL INFORMATION				
1A. NAME		2. TYPE OF ORGANIZATION (CHECK ONE)		
		A. Sole Proprietorship	F. LLC	
1B. STREET ADDRESS		B. General Partnership	G. Joint Venture	
		C. Limited Partnership	H. Non-Profit/Education	
1C. CITY	1D. STATE	1E. ZIP/POSTAL	D. Corporation	i. Other: Specify
			E. Subchapter S.	
3. TAXPAYER ID NUMBER :				
6. DUNS NUMBER			7. VENDOR EXPRESS NUMBER: (FS VENDORS)	
8. KIND OF PRODUCT OR SERVICE PROVIDED:				
10. KIND OF BUSINESS- Specify one block (plus "J" if applicable)				
A. LARGE BUSINESS		E. WOMAN OWNED SDB		I. INDIAN SDB
B. SMALL BUSINESS		F. VETERAN SMALL BUSINESS		J. HUB ZONE - Also
C. SMALL DISADVANTAGED BUSINESS		G. VETERAN SDB		K. Other: Please Specify
D. WOMAN OWNED SMALL BUSINESS		H. INDIAN SMALL BUSINESS		

11. OWNERSHIP INFORMATION – PARTNERS – PRINCIPALS - OTHERS

NAME	TITLE
12.	
13.	
14.	
15.	

16. Questions. If "Yes" to any below, provide detailed information in section vii, remarks.	Yes	No
A. Have you/your affiliates ever filed for bankruptcy?		
B. Do you have any judgments, liens, pending suits?		
C. Do you have any contingent liabilities?		
D. Have you/your affiliates discontinued business operations with outstanding debts		
SECTION II. GOVERNMENT FINANCIAL AID AND INDEBTNESS If "Yes" provide detailed information in Section VII, remarks.	Yes	No
17. Are you delinquent on any Federal Debt (OMB Circular 129)		
18. Do you owe the Government for any contract or other claims?		
19. Are you currently receiving Government Financing? (Bonds, Loans, Advanced Payments, Progress Payments, Other)		
19a. Are you now in or pending Default on ANY Obligations (i.e. Banks, Financial Institutions, Suppliers, Other)? IF yes please provide detailed information in Section VII remarks.		

**Attachment 2
 Past Performance Information Sheet**

EXPERIENCE/PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS: If extra space is needed use the reverse. Mark "X" in appropriate boxes.	CONTRACTOR NAME, ADDRESS & TELEPHONE _____ _____ _____
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How many years do you or your firm have in the line of work contemplated by this solicitation _____? How many years experience in contracting have you or your business had as a (a) prime contractor _____ and/or (b) sub-contractor _____?

List below the projects your business has completed within the last 3 years:

Contract Amount	Type of Project	Date Completed	Name Address & Telephone No. of Person to Contact for Project Info.

List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract No.	Dollar Amt. of Award	Name, Address & Phone No. of Business Govt./Agency	Awarded (Units)	% Completed	Date Contract Completed

Have you ever failed to complete any work awarded to you? Yes () No ()

Has work ever been completed by performance bond? Yes () No ()

If "Yes" to either item above specify location(s) and reason(s) why:

Organization and work that will be available for this project:

- a. Minimum number of employees: () and a Maximum number of employees: ()
- b. Are employees regularly on your payroll: Yes () No ()
- c. Specify equipment available for this contract: _____
- d. Estimate rate of progress below (such as 2.0 acres/man/day):
 Minimum progress rate: _____ Maximum progress rate: _____

List below the experience of the principal individuals of your business:

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

CERTIFICATION

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

 Certifying Official's Name and Title

 Signature (In Ink)

 Date

**RETURN 1 COMPLETED AND SIGNED COPY OF:
SF 1449
and
PAGES 1 THROUGH 19,
TO:**

**USDA-FOREST SERVICE
ATTN JOHN SWIZDOR
401 FAIRGROUNDS ROAD
ROLLA, MO 65401-2911**

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

www.arnet.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.216-27 Single or Multiple Awards (OCT 1995)

52.237-1 Site Visit (APR 1984)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

INSTRUCTIONS FOR THE PREPARATION OF QUOTES

(a) General Instructions. Quotes submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The Government will evaluate quotes in accordance with the evaluation criteria set forth in Section M of this RFQ.

(2) Offerors shall submit their quotes(s) in the following format and the quantities specified:

(a) 1 copy of the completed, signed offer (Sections A through K of the solicitation package)

(b) 1 copy of the technical evaluation information (see below)

(b) Technical Evaluation Information: This information will be used to make an evaluation and arrive at a determination as to whether the offer will meet the requirements of the Government. Each offeror is asked to submit the following with their quote:

- **Past Performance & Experience on Similar Projects:** Provide a list of completed past projects with similar scope for the last three years, (include a brief description of the project and how it is similar to this one, dollar amount, project location and who the work was performed for). Include reference names and phone numbers for these projects. Offerors without a record of

past performance (newly formed companies) will receive a neutral rating for past performance only. Provide this information for subcontractors on the project as well.

- Capacity to Perform Work: Provide a list of key personnel (**including sub-contractors on the project**) and their qualifications. Provide a description of equipment to be used in the project (make, model, year, etc).

•
Government provided Evaluation Forms are a separate attachment to this solicitation and may be used for your technical evaluation information submission.

SECTION M--EVALUATION FACTORS FOR AWARD

52.217-5 Evaluations of Options (JUL 1990)

AWARD DETERMINATION

The Forest Service's source evaluation will be based on best-value principles. Accordingly, award will be made to the responsible Offeror whose proposal provides the greatest overall value to the Government, price and other factors considered. This best-value determination will be accomplished by comparing the value of the differences in the technical factors for competing offers, based on their strengths, weaknesses, and risks, with differences in their price to the Government. In making this comparison, the Government is more concerned with obtaining superior technical capabilities than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to achieve slightly superior technical approach. As technical scores become closer, price will become more important. Technical Factors have approximately the same importance as price. Only Offerors that demonstrate acceptable submission to the Government of all items in Section L of this solicitation (or amendments thereof) will be considered for award.

TECHNICAL EVALUATION FACTORS (In descending order of importance)

1. Past Performance
2. Past Experience on Similar Projects.
3. Capacity to Perform Work.
 - o Available Qualified Personnel
 - o Available Equipment

WD 05-2310 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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

Diane C. Koplewski		Wage Determination No.: 2005-2310
Director		Revision No.: 12
Division of		Date Of Revision: 06/13/2011
Wage Determinations		

States: Illinois, Missouri

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williamson
 Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, St Louis, Ste Genevieve, Warren, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.10
01012 - Accounting Clerk II		15.83
01013 - Accounting Clerk III		18.57
01020 - Administrative Assistant		24.14
01040 - Court Reporter		19.05
01051 - Data Entry Operator I		12.22
01052 - Data Entry Operator II		14.40
01060 - Dispatcher, Motor Vehicle		19.05
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.33
01112 - General Clerk II		15.00
01113 - General Clerk III		17.07
01120 - Housing Referral Assistant		20.96
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.99
01192 - Order Clerk II		14.18
01261 - Personnel Assistant (Employment) I		16.33
01262 - Personnel Assistant (Employment) II		19.05
01263 - Personnel Assistant (Employment) III		20.73
01270 - Production Control Clerk		20.73
01280 - Receptionist		15.10
01290 - Rental Clerk		16.06
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.85
01313 - Secretary III		20.96
01320 - Service Order Dispatcher		18.12
01410 - Supply Technician		22.39
01420 - Survey Worker		19.05
01531 - Travel Clerk I		11.94
01532 - Travel Clerk II		12.86
01533 - Travel Clerk III		13.72
01611 - Word Processor I		13.51

01612 - Word Processor II	16.06
01613 - Word Processor III	19.05
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.80
05010 - Automotive Electrician	20.59
05040 - Automotive Glass Installer	19.74
05070 - Automotive Worker	19.74
05110 - Mobile Equipment Servicer	18.01
05130 - Motor Equipment Metal Mechanic	21.46
05160 - Motor Equipment Metal Worker	19.74
05190 - Motor Vehicle Mechanic	20.40
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	19.74
05310 - Painter, Automotive	20.59
05340 - Radiator Repair Specialist	19.74
05370 - Tire Repairer	15.80
05400 - Transmission Repair Specialist	21.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.77
07041 - Cook I	11.02
07042 - Cook II	12.07
07070 - Dishwasher	8.11
07130 - Food Service Worker	10.05
07210 - Meat Cutter	16.34
07260 - Waiter/Waitress	8.69
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.56
09040 - Furniture Handler	13.35
09080 - Furniture Refinisher	20.56
09090 - Furniture Refinisher Helper	16.55
09110 - Furniture Repairer, Minor	18.84
09130 - Upholsterer	22.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.74
11060 - Elevator Operator	11.10
11090 - Gardener	16.03
11122 - Housekeeping Aide	11.46
11150 - Janitor	11.46
11210 - Laborer, Grounds Maintenance	12.55
11240 - Maid or Houseman	8.62
11260 - Pruner	11.10
11270 - Tractor Operator	15.03
11330 - Trail Maintenance Worker	12.55
11360 - Window Cleaner	13.02
12000 - Health Occupations	
12010 - Ambulance Driver	17.73
12011 - Breath Alcohol Technician	16.55
12012 - Certified Occupational Therapist Assistant	21.69
12015 - Certified Physical Therapist Assistant	20.81
12020 - Dental Assistant	16.87
12025 - Dental Hygienist	29.20
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	19.90
12071 - Licensed Practical Nurse I	14.80
12072 - Licensed Practical Nurse II	16.55
12073 - Licensed Practical Nurse III	18.46
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	17.14
12160 - Medical Record Clerk	14.89

12190 - Medical Record Technician	15.83
12195 - Medical Transcriptionist	16.10
12210 - Nuclear Medicine Technologist	31.23
12221 - Nursing Assistant I	10.22
12222 - Nursing Assistant II	11.49
12223 - Nursing Assistant III	12.54
12224 - Nursing Assistant IV	14.07
12235 - Optical Dispenser	16.07
12236 - Optical Technician	15.99
12250 - Pharmacy Technician	15.52
12280 - Phlebotomist	14.07
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	29.18
12313 - Registered Nurse II, Specialist	29.18
12314 - Registered Nurse III	35.30
12315 - Registered Nurse III, Anesthetist	35.30
12316 - Registered Nurse IV	42.33
12317 - Scheduler (Drug and Alcohol Testing)	20.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.31
13012 - Exhibits Specialist II	22.69
13013 - Exhibits Specialist III	27.76
13041 - Illustrator I	20.80
13042 - Illustrator II	25.56
13043 - Illustrator III	30.15
13047 - Librarian	26.36
13050 - Library Aide/Clerk	12.34
13054 - Library Information Technology Systems Administrator	23.81
13058 - Library Technician	14.61
13061 - Media Specialist I	17.18
13062 - Media Specialist II	19.21
13063 - Media Specialist III	21.43
13071 - Photographer I	16.71
13072 - Photographer II	18.69
13073 - Photographer III	23.16
13074 - Photographer IV	27.91
13075 - Photographer V	33.77
13110 - Video Teleconference Technician	17.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.04
14042 - Computer Operator II	19.06
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.61
14045 - Computer Operator V	26.16
14071 - Computer Programmer I	22.01
14072 - Computer Programmer II	26.17
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	18.26
14160 - Personal Computer Support Technician	25.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	33.63
15060 - Educational Technologist	28.74

15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	21.87
15090 - Technical Instructor	20.66
15095 - Technical Instructor/Course Developer	25.27
15110 - Test Proctor	16.67
15120 - Tutor	16.67
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.18
16030 - Counter Attendant	9.18
16040 - Dry Cleaner	11.31
16070 - Finisher, Flatwork, Machine	9.18
16090 - Presser, Hand	9.18
16110 - Presser, Machine, Drycleaning	9.18
16130 - Presser, Machine, Shirts	9.18
16160 - Presser, Machine, Wearing Apparel, Laundry	9.18
16190 - Sewing Machine Operator	11.95
16220 - Tailor	12.63
16250 - Washer, Machine	9.95
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.05
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.14
21030 - Material Coordinator	20.64
21040 - Material Expediter	20.64
21050 - Material Handling Laborer	19.18
21071 - Order Filler	12.91
21080 - Production Line Worker (Food Processing)	18.77
21110 - Shipping Packer	13.96
21130 - Shipping/Receiving Clerk	13.96
21140 - Store Worker I	11.56
21150 - Stock Clerk	17.04
21210 - Tools And Parts Attendant	19.14
21410 - Warehouse Specialist	19.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.30
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.30
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	19.24
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.72
23080 - Aircraft Worker	22.71
23110 - Appliance Mechanic	22.59
23120 - Bicycle Repairer	15.80
23125 - Cable Splicer	26.41
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	22.39
23160 - Electrician, Maintenance	30.81
23181 - Electronics Technician Maintenance I	24.18
23182 - Electronics Technician Maintenance II	25.38
23183 - Electronics Technician Maintenance III	26.95
23260 - Fabric Worker	20.13
23290 - Fire Alarm System Mechanic	23.21
23310 - Fire Extinguisher Repairer	18.57
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.91
23370 - General Maintenance Worker	20.67
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.72
23382 - Ground Support Equipment Worker	22.71

23391 - Gunsmith I	18.57
23392 - Gunsmith II	21.52
23393 - Gunsmith III	23.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.39
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.24
23430 - Heavy Equipment Mechanic	23.21
23440 - Heavy Equipment Operator	25.39
23460 - Instrument Mechanic	21.16
23465 - Laboratory/Shelter Mechanic	22.59
23470 - Laborer	17.17
23510 - Locksmith	22.23
23530 - Machinery Maintenance Mechanic	27.80
23550 - Machinist, Maintenance	24.17
23580 - Maintenance Trades Helper	18.37
23591 - Metrology Technician I	21.16
23592 - Metrology Technician II	21.96
23593 - Metrology Technician III	22.79
23640 - Millwright	27.07
23710 - Office Appliance Repairer	22.23
23760 - Painter, Maintenance	23.03
23790 - Pipefitter, Maintenance	30.12
23810 - Plumber, Maintenance	28.85
23820 - Pneudraulic Systems Mechanic	23.58
23850 - Rigger	23.58
23870 - Scale Mechanic	21.52
23890 - Sheet-Metal Worker, Maintenance	26.55
23910 - Small Engine Mechanic	21.36
23931 - Telecommunications Mechanic I	24.81
23932 - Telecommunications Mechanic II	25.76
23950 - Telephone Lineman	23.55
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	23.21
23970 - Woodcraft Worker	23.58
23980 - Woodworker	18.57
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.20
24630 - Homemaker	13.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.70
25040 - Sewage Plant Operator	23.34
25070 - Stationary Engineer	25.70
25190 - Ventilation Equipment Tender	18.44
25210 - Water Treatment Plant Operator	23.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.23
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	18.82
27010 - Court Security Officer	22.13
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	18.82
27070 - Firefighter	25.67
27101 - Guard I	12.71
27102 - Guard II	16.66
27131 - Police Officer I	22.39
27132 - Police Officer II	24.88

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.57
28042 - Carnival Equipment Repairer	13.41
28043 - Carnival Equipment Worker	8.87
28210 - Gate Attendant/Gate Tender	13.47
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	15.07
28510 - Recreation Aide/Health Facility Attendant	11.00
28515 - Recreation Specialist	18.05
28630 - Sports Official	12.00
28690 - Swimming Pool Operator	16.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.72
29020 - Hatch Tender	23.72
29030 - Line Handler	23.72
29041 - Stevedore I	22.09
29042 - Stevedore II	24.90
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	19.36
30022 - Archeological Technician II	21.56
30023 - Archeological Technician III	25.04
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	22.72
30061 - Drafter/CAD Operator I	19.36
30062 - Drafter/CAD Operator II	21.56
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.71
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	22.06
30210 - Laboratory Technician	20.55
30240 - Mathematical Technician	26.82
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.75
30390 - Photo-Optics Technician	26.82
30461 - Technical Writer I	23.51
30462 - Technical Writer II	28.76
30463 - Technical Writer III	34.79
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) 24.15
30621 - Weather Observer, Senior	(see 2) 26.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.28
31030 - Bus Driver	16.52
31043 - Driver Courier	15.43
31260 - Parking and Lot Attendant	9.85
31290 - Shuttle Bus Driver	16.94

31310 - Taxi Driver	11.23
31361 - Truckdriver, Light	16.94
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.79
31364 - Truckdriver, Tractor-Trailer	20.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.79
99050 - Desk Clerk	9.86
99095 - Embalmer	24.71
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	30.54
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	13.06
99710 - Recycling Laborer	18.45
99711 - Recycling Specialist	22.00
99730 - Refuse Collector	16.24
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	9.90
99830 - Survey Party Chief	20.39
99831 - Surveying Aide	13.53
99832 - Surveying Technician	18.54
99840 - Vending Machine Attendant	12.95
99841 - Vending Machine Repairer	15.14
99842 - Vending Machine Repairer Helper	12.95

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

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 link 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.

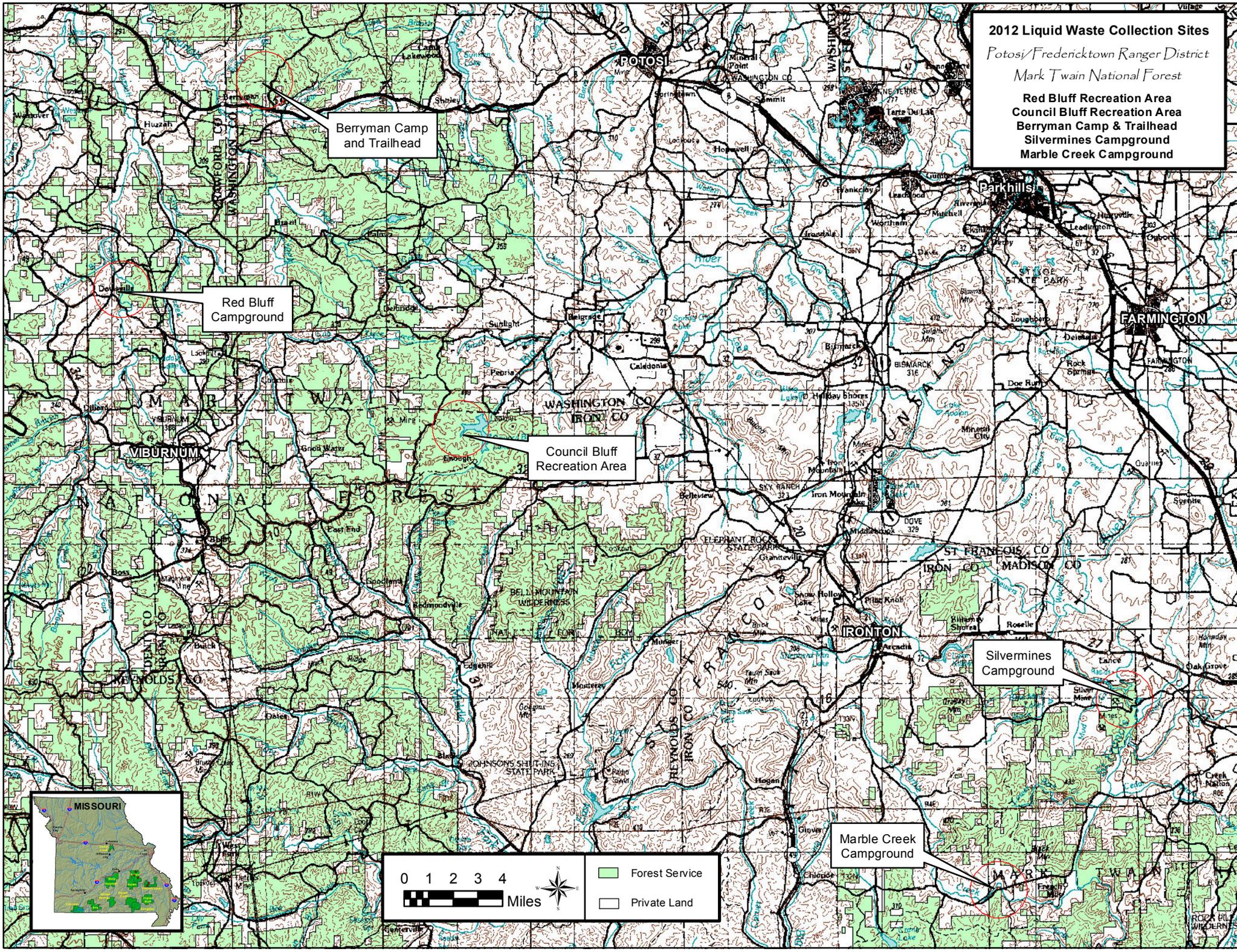
6) The contractor informs the affected employees.

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.

2012 Liquid Waste Collection Sites
Potosi/Fredencktown Ranger District
Mark Twain National Forest

Red Bluff Recreation Area
Council Bluff Recreation Area
Berryman Camp & Trailhead
Silvermines Campground
Marble Creek Campground



Berryman Camp and Trailhead

Red Bluff Campground

Council Bluff Recreation Area

Silvermines Campground

Marble Creek Campground

0 1 2 3 4 Miles

Forest Service
 Private Land

