

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 574070		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER AG-4756-S-12-0015		6. SOLICITATION ISSUE DATE 02/22/2012
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JANE ADLER			b. TELEPHONE NUMBER (No collect calls) 423-476-9700		8. OFFER DUE DATE/LOCAL TIME 03/21/2012 1630 ET
9. ISSUED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312			CODE 4756	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"/> 8(A) WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 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"/>		13b. RATING	
15. DELIVER TO USDA FOREST SERVICE TELLICO RANGER DISTRICT 250 RANGER STATION ROAD TELLICO PLAINS TN 37385-5804			CODE 4760	16. ADMINISTERED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Provide and Service Portable Toilets on the Tellico Ranger District. Tax ID # _____ DUNS # _____ Registered in CCR ___ Yes ___ No Registered in ORCA ___ Yes ___ No <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
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 type="checkbox"/> ARE <input checked="" 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"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<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)		31c. DATE SIGNED	
				JANE ADLER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Delivery: 03/15/2012 Period of Performance: 05/06/2012 to 12/06/2012 Provide and Service Portable Toilets on the Tellico Ranger District during CY12. AAP#: TEL-12-002				

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
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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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

PART 1 – THE SCHEDULE

SECTION B – SUPPIES AND/OR SERVICE AND PRICES/COSTS

Bid Item 1: Contractor shall provide and service portable toilets on Cherokee National Forest Land located in Monroe County, Tennessee on the Tellico Ranger District according to specifications and service schedule attached.

	<u>Quantity</u>		<u>Unit Price</u>	<u>Total Price</u>
1. Provide and service weekly 5 portable toilets: (1) at Citico Creek #1-Paradise, (1) at Crane Island, (2) at Warden Fields, (1) at Davis Fields. Service period is 5/06/12 – 12/01/12. Service Day: Thursday	30 weeks	Wkly Rental/Service	\$ _____	\$ _____
2. Service Weekly (2) portable Toilets provided by the Forest Service: (2) at McNabb Creek Group Camp. Service Period is 5/06/12 – 11/03/12. Service Day: Thursday	26 weeks	Service	\$ _____	\$ _____
3. Provide and service 1 or more portable toilets and/or handwash stations on a “as needed” basis, estimated quantity.	2 weeks	Wkly Rental/Service (Additional toilets as needed)	\$ _____	\$ _____
4. Provide additional service to toilets listed in section (1) immediately prior to and or/after the following holidays: Memorial Day – 05/29/12 July 4 th - 07/02/12 and 07/09/12 Labor Day - 09/04/12	4 days	Service	\$ _____	\$ _____

TOTAL COST: \$ _____

SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**DIVISION 100 – GENERAL SPECIFICATIONS**

110 Scope of Contract

Contractor shall furnish all labor, equipment, supervision, transportation, operating supplies, and incidentals required to provide and service (pump and dispose of all waste products, organic and inorganic) 60 gal. capacity portable toilets in accordance with contract terms, conditions and specifications and in accordance with State and Federal Regulations.

120 Septic Tank Pumping Contractor/Portable Toilet Pumping Contractor

The Contractor shall adhere to the required Regulations that govern subsurface sewage disposal systems, Section 1200-1-6-.15, Septic Tank Pumping Contractor, from the Tennessee Department of Environment and Conservation and all other local regulations that may apply.

130 Service Restrictions

Scheduled work will occur during business hours 0700 – 1630 on Thursdays. Scheduled work may occur on holidays. Nonscheduled or emergency service may occur on holidays and weekends.

140 Definitions

1. Sewage: Liquid, semi-liquid, and solid human waste material.
2. Debris: All other refuse found in toilets, to include but not limited to items such as the following: Cans, bottles, rocks, sticks, and logs, deer heads, clothing, plastic bags, miscellaneous containers, metal products, pinecones, waste food products, cardboard and paper products, whole rolls of toilet paper, toilet paper dispensers, tools, diapers and sanitary napkins, miscellaneous trash, etc.
3. Serviceable portable toilet: A Tuff-Jon type or equivalent portable toilet, meeting accepted industry standards, in good or better condition and useable, without complaint, by the forest visitor (public).
4. Hand-wash station: portable hand-wash unit meeting accepted industry standards, in good or better condition and useable, without complaint, by the forest visitor (public).

150 Emergency Contact

Vendor will provide an emergency 24-hour contact for nonscheduled work items. Services may be requested on holidays and weekends.

160 Location

See attached Exhibit A for list of locations for the portable toilets, gallon capacity and service action plan (1 page).

DIVISION 200 -- TECHNICAL SPECIFICATIONS

200 Technical Specifications

The Contactor shall provide toilet (portable) rental and pumping services (which includes supplying required number of serviceable 60 gal. capacity portable toilets), all toilet pumping equipment, and supplies necessary to perform work in accordance with these specifications. All equipment shall be in full accordance with any Local, County, State and Federal Regulations. Trucks shall bear company logo for identification. Additional service will be ordered in quantities of one each.

210 Debris Storage and Removal

All debris shall be removed from the vault or holding tank. Extra care shall be taken to prevent waste spillage onto the ground, the interior floor and wall surface while removing debris and pumping.

DEBRIS REMOVED FROM THE VAULT OR HOLDING TANK SHALL BE PLACED IN A LEAK PROOF CONTAINER SO THAT NO CONTAMINATION TO THE SURROUNDING GROUND WILL RESULT. DISPOSAL OF ALL WASTE AND DEBRIS IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL MATERIAL SHALL BE DISPOSED OF OFF NATIONAL FOREST LAND AND IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.

220 Access to the Holding Tank

When an external access to the portable holding tank is available, the Contractor shall pump from that access. If no external access is available, the Contractor shall be allowed to pump through the toilet riser.

230 Offsite Disposal of Sewage and Debris

The Contractor shall be responsible for making disposal arrangements, including proper disposal of all sewage and debris, and the payment of all fees. Sewage disposal shall be at State approved Waste Treatment Plant. Contaminated debris shall be disposed of properly in an approved sanitary landfill. Handling of all sewage and debris shall be in accordance with all applicable health and safety regulation.

240 Conduct of Personnel

Due to the nature of the duties under the contract, the Contractor and his employees

shall keep themselves and equipment presentable at all times. The Contracting Office

may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer deems incompetent, careless, discourteous to the public, or is otherwise objectionable, or for theft, possession and /or removal of materials, supplies, equipment or any Government owned property.

250 Resource Damage

Any damage or defacement that occurs to government property or land resources during the Contractor's operations shall be repaired at the Contractor's expense to its original condition. Onsite inspection will be made by the COR prior to the acceptance of work.

DIVISION 300 – INSPECTION AND ACCEPTANCE

Service shall be inspected at random by the COR to ensure contract compliance. A Forest Service employee will observe during random service trips.

DIVISION 400 – BASIS OF PAYMENT

Measurement will be based on quantities named in the schedule of items. Payment shall be made in accordance with Clause 52.232-1 Payments, at the established unit prices for work based on units completed by the contractor and accepted by the government. Request for payments shall be made on invoices containing the following information: Vendor Name and Address, Vendor Contact Name and Phone Number, Vendor Tax ID, Invoice Date, Invoice Number, Invoice Amount, Contract Number, Description and Quantity of work, Unit price, and extended price. Failure to include all this information may result in delay of payment.

LIST OF ATTACHEMENTS

- Wage Determination No. 05-2493, rev 16; 10 pages
- Exhibit A – toilet locations, capacity and service action plan; 1 page
- Exhibit B – Toilet Service schedule 2012; 1 page
- Exhibit C – Directions to toilet locations; 1 page
- Map of Locations; 1 page.

WD 05-2493 (Rev.-16) was first posted on www.wdol.gov on 06/17/2011

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

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

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2493
 Revision No.: 16
 Date Of Revision: 06/13/2011

State: Tennessee

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.03
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		16.36
01020 - Administrative Assistant		20.11
01040 - Court Reporter		16.87
01051 - Data Entry Operator I		11.59
01052 - Data Entry Operator II		13.19
01060 - Dispatcher, Motor Vehicle		16.87
01070 - Document Preparation Clerk		12.91
01090 - Duplicating Machine Operator		12.91
01111 - General Clerk I		11.31
01112 - General Clerk II		12.58
01113 - General Clerk III		14.12
01120 - Housing Referral Assistant		19.92
01141 - Messenger Courier		11.54
01191 - Order Clerk I		11.86
01192 - Order Clerk II		13.65
01261 - Personnel Assistant (Employment) I		12.84
01262 - Personnel Assistant (Employment) II		16.41
01263 - Personnel Assistant (Employment) III		18.30
01270 - Production Control Clerk		18.25
01280 - Receptionist		11.72
01290 - Rental Clerk		13.05
01300 - Scheduler, Maintenance		16.31
01311 - Secretary I		16.31
01312 - Secretary II		18.10
01313 - Secretary III		19.92
01320 - Service Order Dispatcher		17.05
01410 - Supply Technician		20.11
01420 - Survey Worker		17.19
01531 - Travel Clerk I		12.72
01532 - Travel Clerk II		13.54
01533 - Travel Clerk III		14.58
01611 - Word Processor I		12.27
01612 - Word Processor II		13.62

01613 - Word Processor III	16.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.72
05010 - Automotive Electrician	16.03
05040 - Automotive Glass Installer	15.26
05070 - Automotive Worker	15.26
05110 - Mobile Equipment Servicer	13.68
05130 - Motor Equipment Metal Mechanic	16.78
05160 - Motor Equipment Metal Worker	15.26
05190 - Motor Vehicle Mechanic	16.55
05220 - Motor Vehicle Mechanic Helper	13.06
05250 - Motor Vehicle Upholstery Worker	14.47
05280 - Motor Vehicle Wrecker	15.26
05310 - Painter, Automotive	18.18
05340 - Radiator Repair Specialist	15.26
05370 - Tire Repairer	11.03
05400 - Transmission Repair Specialist	16.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.17
07041 - Cook I	10.08
07042 - Cook II	11.24
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.97
07260 - Waiter/Waitress	7.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.03
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	17.03
09090 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	17.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.96
11060 - Elevator Operator	10.49
11090 - Gardener	13.21
11122 - Housekeeping Aide	10.49
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	10.88
11240 - Maid or Houseman	8.45
11260 - Pruner	10.69
11270 - Tractor Operator	13.81
11330 - Trail Maintenance Worker	10.88
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	14.98
12012 - Certified Occupational Therapist Assistant	21.99
12015 - Certified Physical Therapist Assistant	20.94
12020 - Dental Assistant	15.28
12025 - Dental Hygienist	28.09
12030 - EKG Technician	18.35
12035 - Electroneurodiagnostic Technologist	18.35
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.82
12073 - Licensed Practical Nurse III	17.64

12100 - Medical Assistant	12.76
12130 - Medical Laboratory Technician	14.52
12160 - Medical Record Clerk	11.72
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.42
12210 - Nuclear Medicine Technologist	25.05
12221 - Nursing Assistant I	9.62
12222 - Nursing Assistant II	10.81
12223 - Nursing Assistant III	11.80
12224 - Nursing Assistant IV	13.24
12235 - Optical Dispenser	14.65
12236 - Optical Technician	13.21
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.24
12305 - Radiologic Technologist	23.63
12311 - Registered Nurse I	22.82
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II, Specialist	27.91
12314 - Registered Nurse III	31.51
12315 - Registered Nurse III, Anesthetist	31.51
12316 - Registered Nurse IV	37.40
12317 - Scheduler (Drug and Alcohol Testing)	18.51
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.10
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.90
13041 - Illustrator I	16.64
13042 - Illustrator II	21.18
13043 - Illustrator III	25.90
13047 - Librarian	23.03
13050 - Library Aide/Clerk	11.41
13054 - Library Information Technology Systems Administrator	20.21
13058 - Library Technician	13.65
13061 - Media Specialist I	13.27
13062 - Media Specialist II	14.85
13063 - Media Specialist III	16.63
13071 - Photographer I	15.35
13072 - Photographer II	17.17
13073 - Photographer III	21.27
13074 - Photographer IV	26.03
13075 - Photographer V	31.48
13110 - Video Teleconference Technician	16.55
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.77
14042 - Computer Operator II	17.64
14043 - Computer Operator III	19.67
14044 - Computer Operator IV	21.86
14045 - Computer Operator V	24.20
14071 - Computer Programmer I	22.54
14072 - Computer Programmer II	25.40
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.77

14160 - Personal Computer Support Technician	21.86
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.52
15020 - Aircrew Training Devices Instructor (Rated)	34.53
15030 - Air Crew Training Devices Instructor (Pilot)	37.97
15050 - Computer Based Training Specialist / Instructor	28.52
15060 - Educational Technologist	27.39
15070 - Flight Instructor (Pilot)	37.97
15080 - Graphic Artist	20.60
15090 - Technical Instructor	19.44
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.69
15120 - Tutor	15.69
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.68
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.31
16250 - Washer, Machine	10.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.19
19040 - Tool And Die Maker	21.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.12
21030 - Material Coordinator	18.25
21040 - Material Expediter	18.25
21050 - Material Handling Laborer	12.62
21071 - Order Filler	11.31
21080 - Production Line Worker (Food Processing)	13.12
21110 - Shipping Packer	13.01
21130 - Shipping/Receiving Clerk	13.01
21140 - Store Worker I	11.64
21150 - Stock Clerk	15.74
21210 - Tools And Parts Attendant	13.12
21410 - Warehouse Specialist	13.12
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.76
23021 - Aircraft Mechanic I	20.73
23022 - Aircraft Mechanic II	21.76
23023 - Aircraft Mechanic III	22.84
23040 - Aircraft Mechanic Helper	15.54
23050 - Aircraft, Painter	19.79
23060 - Aircraft Servicer	17.43
23080 - Aircraft Worker	18.43
23110 - Appliance Mechanic	17.46
23120 - Bicycle Repairer	12.77
23125 - Cable Splicer	22.18
23130 - Carpenter, Maintenance	16.19
23140 - Carpet Layer	16.89
23160 - Electrician, Maintenance	20.79
23181 - Electronics Technician Maintenance I	19.62

23182 - Electronics Technician Maintenance II	20.63
23183 - Electronics Technician Maintenance III	21.72
23260 - Fabric Worker	15.86
23290 - Fire Alarm System Mechanic	17.63
23310 - Fire Extinguisher Repairer	14.94
23311 - Fuel Distribution System Mechanic	21.26
23312 - Fuel Distribution System Operator	17.14
23370 - General Maintenance Worker	16.16
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	17.43
23382 - Ground Support Equipment Worker	18.43
23391 - Gunsmith I	14.94
23392 - Gunsmith II	16.89
23393 - Gunsmith III	18.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.84
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.67
23430 - Heavy Equipment Mechanic	18.57
23440 - Heavy Equipment Operator	16.47
23460 - Instrument Mechanic	22.57
23465 - Laboratory/Shelter Mechanic	17.77
23470 - Laborer	12.10
23510 - Locksmith	17.77
23530 - Machinery Maintenance Mechanic	19.89
23550 - Machinist, Maintenance	19.55
23580 - Maintenance Trades Helper	13.60
23591 - Metrology Technician I	22.57
23592 - Metrology Technician II	23.62
23593 - Metrology Technician III	24.64
23640 - Millwright	19.19
23710 - Office Appliance Repairer	17.77
23760 - Painter, Maintenance	17.03
23790 - Pipefitter, Maintenance	18.64
23810 - Plumber, Maintenance	17.78
23820 - Pneudraulic Systems Mechanic	18.71
23850 - Rigger	18.71
23870 - Scale Mechanic	16.89
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	16.18
23931 - Telecommunications Mechanic I	24.51
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	22.01
23960 - Welder, Combination, Maintenance	17.74
23965 - Well Driller	17.84
23970 - Woodcraft Worker	18.71
23980 - Woodworker	14.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	11.97
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	12.40
24630 - Homemaker	14.87
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.32
25040 - Sewage Plant Operator	18.97

25070 - Stationary Engineer	23.32
25190 - Ventilation Equipment Tender	16.78
25210 - Water Treatment Plant Operator	19.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.85
27007 - Baggage Inspector	10.97
27008 - Corrections Officer	14.96
27010 - Court Security Officer	16.11
27030 - Detection Dog Handler	12.66
27040 - Detention Officer	14.96
27070 - Firefighter	17.33
27101 - Guard I	10.97
27102 - Guard II	12.66
27131 - Police Officer I	17.61
27132 - Police Officer II	19.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.86
28042 - Carnival Equipment Repairer	11.58
28043 - Carnival Equipment Worker	8.63
28210 - Gate Attendant/Gate Tender	13.05
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	14.60
28510 - Recreation Aide/Health Facility Attendant	10.66
28515 - Recreation Specialist	16.58
28630 - Sports Official	11.63
28690 - Swimming Pool Operator	16.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.16
29030 - Line Handler	18.16
29041 - Stevedore I	17.22
29042 - Stevedore II	19.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	17.39
30023 - Archeological Technician III	21.62
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	15.66
30062 - Drafter/CAD Operator II	17.58
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	20.11
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	30.15
30086 - Engineering Technician VI	36.50
30090 - Environmental Technician	27.69
30210 - Laboratory Technician	21.05
30240 - Mathematical Technician	21.56
30361 - Paralegal/Legal Assistant I	16.72
30362 - Paralegal/Legal Assistant II	20.02
30363 - Paralegal/Legal Assistant III	24.49

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

**EXHIBIT B
TOILET SERVICE 2012**

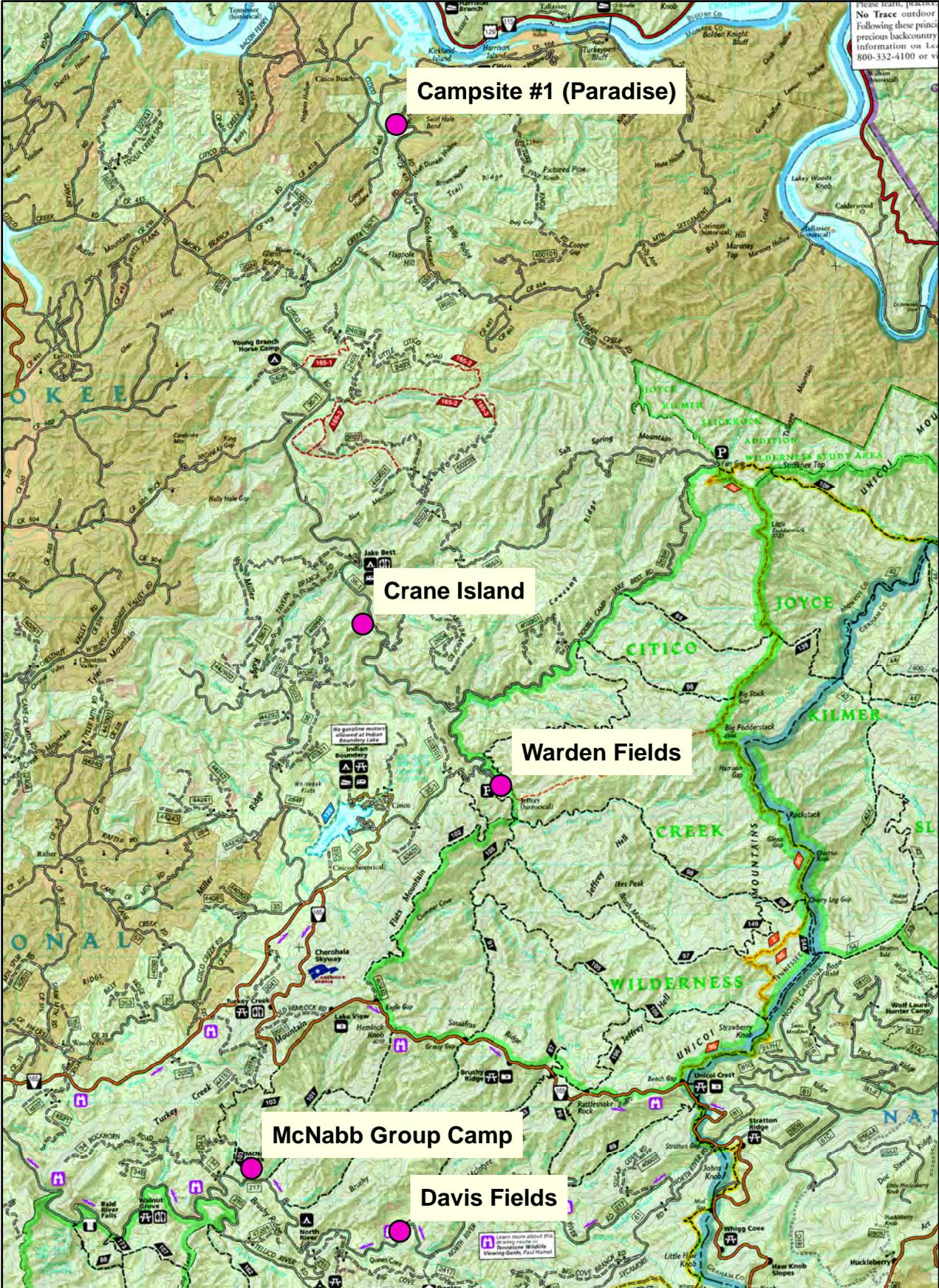
WEEK	DATE	WEEK	DATE
1	01/01/12 - 01/07/12	27	07/01/12 - 07/07/12
2	01/08/12 - 01/14/12	28	07/08/12 - 07/14/12
3	01/15/12 - 01/21/12	29	07/15/12 - 07/21/12
4	01/22/12 - 01/28/12	30	07/22/12 - 07/28/12
5	01/29/12 - 02/04/12	31	07/29/12 - 08/04/12
6	02/05/12 - 02/11/12	32	08/05/12 - 08/11/12
7	02/12/12 - 02/18/12	33	08/12/12 - 08/18/12
8	02/19/12 - 02/25/12	34	08/19/12 - 08/25/12
9	02/26/12 - 03/03/12	35	08/26/12 - 09/01/12
10	03/04/12 - 03/10/12	36	09/02/12 - 09/08/12
11	03/11/12 - 03/17/12	37	09/09/12 - 09/15/12
12	03/18/12 - 03/24/12	38	09/16/12 - 09/22/12
13	03/25/12 - 03/31/12	39	09/23/12 - 09/29/12
14	04/01/12 - 04/07/12	40	09/30/12 - 10/06/12
15	04/08/12 - 04/14/12	41	10/07/12 - 10/13/12
16	04/15/12 - 04/21/12	42	10/14/12 - 10/20/12
17	04/22/12 - 04/28/12	43	10/21/12 - 10/27/12
18	04/29/12 - 05/05/12	44	10/28/12 - 11/03/12
19	05/06/12 - 05/12/12	45	11/04/12 - 11/10/12
20	05/13/12 - 05/19/12	46	11/11/12 - 11/17/12
21	05/20/12 - 05/26/12	47	11/18/12 - 11/24/12
22	05/27/12 - 06/02/12	48	11/25/12 - 12/01/12
23	06/03/12 - 06/09/12	49	12/02/12 - 12/08/12
24	06/10/12 - 06/16/12	50	12/09/12 - 12/15/12
25	06/17/12 - 06/23/12	51	12/16/12 - 12/22/12
26	06/24/12 - 06/30/12	52	12/23/12 - 12/29/12

EXHIBIT C

Directions to Tellico Portable Toilet locations:

Toilet locations **1 (Citico Creek #1 - Paradise)**, **2 (Crane Island)** and **3 (Warden Fields)**: from Vonore on Hwy 411, turn east on Hwy 360. Go 7.2 miles on Hwy 360. Then go straight onto Co Rd 455. Follow Co. Rd 455 for 8.9 miles. This will run into Citico Creek Road #35. Follow #35 to toilet locations **1, 2** and **3**. **Citico Creek #1 - Paradise** is dispersed campsite #1, **Crane Island** is dispersed campsite #9 and **Warden Fields** is dispersed campsite #13. Citico Creek Road #35 is 11 miles in length with a narrow, one track, gravel surface with numerous large potholes. The road is not suitable for large trucks. The road ends at the entrance to Indian Boundary Recreation Area.

Toilet locations **4 (McNabb Creek Group Camp)** and **5 (Davis Fields)**: from Tellico River Road #210, turn left on North River Road #217. Go 1.7 miles to toilet location **4** and another 2.8 miles to toilet location **5**. **Davis Fields** is dispersed campsite #6. North River Road is a narrow, one track, gravel-surfaced road with numerous large potholes. It is not suitable for large trucks.



Campsite #1 (Paradise)

Crane Island

Warden Fields

McNabb Group Camp

Davis Fields

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS--COMMERCIAL ITEMS (APRIL 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights -

- (1) Within a reasonable 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.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *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.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously

demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *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 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 which reasonably could have been avoided.

(m) *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.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *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.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

52.212-4 Contract Terms and Conditions—Commercial Items.

52.216-24 Limitation of Government Liability.

52.216-25 Contract Definitization

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

— Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

52.225-13 Restrictions on Certain Foreign Purchases.

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification.

52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

52.244-6 Subcontracts for Commercial Items.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (FEB 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: *[Contracting Officer check as appropriate.]*

- 52.204-3** Taxpayer Identification.
- 52.204-7** Central Contractor Registration
- 52.204-8** Annual Representations and Certifications.
- 52.203-13**, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub.L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- 52.204-6** Data Universal Numbering System (DUNS) Number.
- 52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub.L. 109-282)(31 U.S.C. 6101 note).
- 52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items)
- 52.212-1** Instructions to Offerors—Commercial Items.
- 52.213-1** Fast Payment Procedure.
- 52.213-2** Invoices.
- 52.213-3** Notice to Supplier.
- 52.216-23** Execution and Commencement of Work.
- 52.219-3**, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).
- 52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- 52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-6.
 - (iii) Alternate II (MAR 2004) of 52.219-6.
- 52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-7.
 - (iii) Alternate II (MAR 2004) of 52.219-7.

- X **52.219-8**, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- X **52.219-9**, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9
- ___ **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- X **52.219-16**, Liquidated Damages–Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)).
- ___ **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ **52.219-25**, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ **52.219-26**, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ FAR 52.212-5 – April, 2011 edition
- ___ **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C 657 f).
- ___ **52.219-28**, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ **52.219-29** Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- ___ **52.219-30** Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- X **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ **52.222-18** Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ **52.222-19**, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- X **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- X **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246).
- X **52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- X **52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- X **52.222-37**, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- ___ **52.223-1** Biobased Product Certification.
- X **52.223-6** Drug-Free Workplace
- ___ **52.223-9** Estimate of Percentage of Recovered Material Content for EPA-Designated Items.
- ___ **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ **52.233-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X **52.223-18**, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- ___ **52.225-1**, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ___ **52.225-2** Buy American Act Certificate.
- ___ **52.225-3**, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- X **52.225-5**, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

- ___ **52.225-8** Duty-Free Entry
- ___ **52.225-13**, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ **52.225-18** Place of Manufacture.
- ___ **52.226-3** Disaster or Emergency Area Representation.
- ___ **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- ___ **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ **52.232-36**, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64. FAR 52.212-5 – April, 2011 edition
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- X **52.222-41**, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).
- X **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ **52.222-43**, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ **52.222-44**, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.)
- ___ **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).
- ___ **52.237-11**, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

Solicitation Provisions

52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012)

52.212-2 Evaluation - Commercial Items. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers in descending order of importance:

1. Price
2. Past Performance
3. Technical Capability

Technical Capability and past performance, when combined, are equal in importance, when compared to price.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 Offeror Representations and Certifications-Commercial Items. (FEB 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs _____ (Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on ORCA.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-
- (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .*] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-
- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: [_____]. Each EDWOSB concern participating in the

joint venture shall submit a separate signed copy of the EDWOSB representation.

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend

only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.