

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1 36	
1. REQUEST NO. AG-4756-S-10-0017		2. DATE ISSUED 4/27/2010		3. REQUISITION/PURCHASE REQUEST NO. 403031		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1 <input type="checkbox"/>	
5a. ISSUED BY USDA Forest Service, 2800 North Ocoee Street, Cleveland, TN 37312						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Jane Adler			TELEPHONE NUMBER AREA CODE 423 NUMBER 476-9713			9. DESTINATION	
8. TO:						a. NAME OF CONSIGNEE Tellico Ranger District	
a. NAME			b. COMPANY			b. STREET ADDRESS 250 Ranger Station Road	
c. STREET ADDRESS						c. CITY Tellico Plains	
d. CITY			e. STATE		f. ZIP CODE		d. STATE TN e. ZIP CODE 37385
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS May 26, 2010			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Soil, Water & Wildlife Area Rehabilitation, As Needed, on the Tellico Ranger District						
	CCR Regist. Complete ____ Yes ____ No						
	ORCA Regist. Complete ____ Yes ____ No						
	DUNS # _____						
	Tax ID # _____						
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE		
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						AREA CODE	
c. COUNTY				a. NAME (Type or print)		NUMBER	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or Print)			

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE OF ITEMS

Perform the following service activities on an "as-needed" basis in accordance with the attached terms, conditions and specifications:

BID ITEM 1

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A.	Ground preparation, liming, and fertilizing of millsets, logging roads, and/or wildlife areas.	25	acre	\$_____	\$_____
B.	Seeding of millsets, logging roads, and/or wildlife areas using Tellico Ranger District grass mixture.	25	acre	\$_____	\$_____
C.	Disking only of millsets, logging Roads, and/or wildlife areas.	30	acre	\$_____	\$_____
D.	Furnish farm tractor with boom-type spray rig or equivalent with operator to apply Government-furnished herbicide with supervision/direction by COR/Inspector.	25	acre	\$_____	\$_____

GRAND TOTAL ITEM 1 (A--D) \$_____

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**100 - GENERAL REQUIREMENTS**

110 Scope of Contract

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

This contract requires ground preparation, disking only, liming, fertilizing, seeding, spraying herbicide, and related work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.

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

120 Placement of Orders

Delivery orders will be placed in writing as needed via a standard delivery order form, (see FAR 52.216-18; 52.216-19; 52.216-21) and shall be authorized by the following persons --

Nina Barrow, Contract Specialist,
Jane Adler, Purchasing Agent

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

130 Description and Location

This work shall consist of:

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

Project areas are located within the boundaries of the Cherokee National Forest, Tellico Ranger District in Monroe county, Tennessee.

See attached map of the Tellico Ranger District.

140 Government Furnished Property

Approved herbicide(s).

150 Access to Work Areas

Contractor shall perform, at no additional expense to the Government, the removal of downed trees 6 inches or larger in diameter at two (2) per mile of road mowed or one (1) per acre of Plot mowed, or other activities found to be minimally necessary to obtain access to work areas. The Government will pay \$15.40 over and above for each additional tree, as stated above. The Contractor will be responsible for physically marking and keeping a log for each tree removed for inspection and coordination with Contracting Officer's Representative for payment.

Access on roads which are gated will be coordinated with the Contracting Officer's Representative. Contractor shall keep all gates locked at all times, unless otherwise directed by the Contracting Officer.

160 Clean Up at Project Site

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

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

DIVISION 200 - TECHNICAL SPECIFICATIONS

210 Ground Preparation, Liming, and Fertilizing

A. Millsets and Logging Roads

Ground Preparation: Harrowing, disking or ripping is required on designated sites to a depth of of 4-6 inches. Fertilizer and lime shall be applied prior to disking and mixed throughly with the soil prior to seeding.

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

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

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

B. Wildlife Plots (Linear Wildlife Openings and Permanent Wildlife Openings)

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

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

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

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

C. Disking only:

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

220 Seeding:

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

maximum weed seed content, clearly marked for kind of seed. Application of seed shall be immediately following preparation of the ground.

Seed Application Rates for areas on the Tellico Ranger District:

A. Millsets, Logging Roads and Wildlife Openings

Tellico RD: Winter Wheat - $\frac{1}{2}$ bushel per acre
Ladino Clover – 6 pounds per acre
Annual Rye Grass – 10 pounds per acre

230 Spraying

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

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE**52.246-1 Contractor Inspection Requirements (APR 1984)**

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

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

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

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

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

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

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

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) Terminate the contract for default.

SECTION F--DELIVERIES OR PERFORMANCE**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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop Work Order (AUG 1989)

AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from **August 1, 2010** through **July 31, 2011**.

FAR 52.211-10 Commencement, Prosecution, and Completion of Work.

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

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

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

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

SECTION G--CONTRACT ADMINISTRATION DATA**AGAR 452.215-73 Post Award Conference (NOV 1996)**

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

GOVERNMENT-FURNISHED PROPERTY

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

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

SECTION H--SPECIAL CONTRACT REQUIREMENTS**AGAR 452.237-74 Key Personnel (FEB 1988)**

- (a) The Contractor shall assign to this contract the following key personnel: **On Site Project Superintendent.**
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

PART II--CONTRACT CLAUSES**SECTION I--CONTRACT CLAUSES****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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 2.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 2008) *(Applicable if contract exceeds \$30,000)*
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007) *(Applicable if contract exceeds \$10,000)*
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998) *(Applicable if contract exceeds \$10,000)*
- 52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)
- 52.222-50 Combating Trafficking in Persons (SEP 2007)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
- 52.223-6 Drug-Free Workplace (MAY 2001) *(Applicable if contract is awarded to an individual)*
- 52.232-1 Payments (APR 84)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2009)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short From) (APR 1984)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

52.204-7 Central Contractor Registration (APR 2008)

(a) Definitions. As used in this clause—

“*Central Contractor Registration (CCR) database*” means the primary Government repository for Contractor information required for the conduct of business with the Government.

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

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

“*Registered in the CCR database*” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number—

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

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

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

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

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

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

(f) The Contractor is responsible 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.

(g)

(1)

(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 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 of the FAR;

(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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

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 August 1, 2010 through July 31, 2011.**

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

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

52.216-19 Order Limitations. (Oct 1995)

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

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

(1) Any order for a single item in excess of total estimated quantity for each line item;

(2) Any order for a combination of items in excess of the total estimated quantities for each line item; or

(3) A series of orders from the same ordering office within 2 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 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (Oct 1995)

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

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

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

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

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

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

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**GS-515.00**Paid Holidays**

1. New Year`s Day, 2. Martin Luther King`s Birthday, 3. Washington`s Birthday,
4. Memorial Day, 5. Independence Day, 6. Labor Day, 7. Columbus Day, 8. Veteran`s Day 9.
- Thanksgiving Day, 10. Christmas Day

Paid Vacation

2 hours Annual Leave each week with less than 3 years service. 3 hours Annual Leave each week with 3 but less than 15 years service. 4 hours Annual Leave each week with 15 or more years service.

Health and Insurance -- 5.1% of hourly rate

Retirement -- 7% of hourly rate

FAR 52.246-20 Warranty of Services (MAY 2001)

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 2 days from the date of acceptance by the government. This notice shall state either--

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

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

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

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

SECTION J--LIST OF ATTACHMENTS

Wage Determination No. 05-2493 Rev 12, 9 pages
District Map, 1 page

WD 05-2493 (Rev.-12) was first posted on www.wdol.gov on 10/27/2009

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2493
Shirley F. Ebbesen	Division of	Revision No.: 12
Director	Wage Determinations	Date Of Revision: 10/20/2009

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		16.46
01051 - Data Entry Operator I		11.31
01052 - Data Entry Operator II		13.19
01060 - Dispatcher, Motor Vehicle		16.69
01070 - Document Preparation Clerk		12.37
01090 - Duplicating Machine Operator		12.37
01111 - General Clerk I		10.28
01112 - General Clerk II		11.85
01113 - General Clerk III		13.29
01120 - Housing Referral Assistant		18.23
01141 - Messenger Courier		11.54
01191 - Order Clerk I		11.80
01192 - Order Clerk II		13.65
01261 - Personnel Assistant (Employment) I		12.78
01262 - Personnel Assistant (Employment) II		14.92
01263 - Personnel Assistant (Employment) III		16.64
01270 - Production Control Clerk		16.59
01280 - Receptionist		11.72
01290 - Rental Clerk		13.05
01300 - Scheduler, Maintenance		14.83
01311 - Secretary I		14.83
01312 - Secretary II		16.46
01313 - Secretary III		18.23
01320 - Service Order Dispatcher		16.50
01410 - Supply Technician		20.11
01420 - Survey Worker		17.19
01531 - Travel Clerk I		12.22
01532 - Travel Clerk II		13.01
01533 - Travel Clerk III		14.00
01611 - Word Processor I		12.27
01612 - Word Processor II		13.62
01613 - Word Processor III		15.39
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	8.36
07130 - Food Service Worker	9.18
07210 - Meat Cutter	13.66
07260 - Waiter/Waitress	7.79
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.90
09080 - Furniture Refinisher	15.48
09090 - Furniture Refinisher Helper	12.42
09110 - Furniture Repairer, Minor	13.93
09130 - Upholsterer	15.48
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.85
11060 - Elevator Operator	9.54
11090 - Gardener	13.05
11122 - Housekeeping Aide	9.54
11150 - Janitor	10.48
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	8.45
11260 - Pruner	10.69
11270 - Tractor Operator	13.81
11330 - Trail Maintenance Worker	10.75
11360 - Window Cleaner	10.94
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	14.98
12012 - Certified Occupational Therapist Assistant	20.43
12015 - Certified Physical Therapist Assistant	19.04
12020 - Dental Assistant	14.85
12025 - Dental Hygienist	28.09
12030 - EKG Technician	18.06
12035 - Electroneurodiagnostic Technologist	18.06
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	13.79
12072 - Licensed Practical Nurse II	15.42
12073 - Licensed Practical Nurse III	17.20
12100 - Medical Assistant	12.57
12130 - Medical Laboratory Technician	14.52
12160 - Medical Record Clerk	11.72
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	13.34
12210 - Nuclear Medicine Technologist	22.77
12221 - Nursing Assistant I	9.54
12222 - Nursing Assistant II	10.59
12223 - Nursing Assistant III	11.67
12224 - Nursing Assistant IV	13.11
12235 - Optical Dispenser	14.65
12236 - Optical Technician	13.21
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.11
12305 - Radiologic Technologist	22.24

12311 - Registered Nurse I	21.08
12312 - Registered Nurse II	25.81
12313 - Registered Nurse II, Specialist	25.81
12314 - Registered Nurse III	28.64
12315 - Registered Nurse III, Anesthetist	28.64
12316 - Registered Nurse IV	34.00
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	13.05
13061 - Media Specialist I	12.12
13062 - Media Specialist II	13.56
13063 - Media Specialist III	15.12
13071 - Photographer I	14.44
13072 - Photographer II	16.31
13073 - Photographer III	20.20
13074 - Photographer IV	25.55
13075 - Photographer V	30.07
13110 - Video Teleconference Technician	15.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.66
14042 - Computer Operator II	17.51
14043 - Computer Operator III	19.53
14044 - Computer Operator IV	21.70
14045 - Computer Operator V	24.04
14071 - Computer Programmer I	(see 1) 22.54
14072 - Computer Programmer II	(see 1) 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	15.66
14160 - Personal Computer Support Technician	21.70
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	18.76
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	8.75
16030 - Counter Attendant	8.75
16040 - Dry Cleaner	11.28
16070 - Finisher, Flatwork, Machine	8.75
16090 - Presser, Hand	8.75
16110 - Presser, Machine, Drycleaning	8.75
16130 - Presser, Machine, Shirts	8.75
16160 - Presser, Machine, Wearing Apparel, Laundry	8.75
16190 - Sewing Machine Operator	12.07

16220 - Tailor	12.85
16250 - Washer, Machine	9.67
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	13.04
21030 - Material Coordinator	16.59
21040 - Material Expediter	16.59
21050 - Material Handling Laborer	12.39
21071 - Order Filler	10.28
21080 - Production Line Worker (Food Processing)	13.04
21110 - Shipping Packer	12.47
21130 - Shipping/Receiving Clerk	12.47
21140 - Store Worker I	11.24
21150 - Stock Clerk	15.20
21210 - Tools And Parts Attendant	13.04
21410 - Warehouse Specialist	13.04
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	21.06
23130 - Carpenter, Maintenance	15.48
23140 - Carpet Layer	16.60
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	15.62
23290 - Fire Alarm System Mechanic	17.63
23310 - Fire Extinguisher Repairer	14.75
23311 - Fuel Distribution System Mechanic	21.26
23312 - Fuel Distribution System Operator	17.14
23370 - General Maintenance Worker	15.79
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	17.43
23382 - Ground Support Equipment Worker	18.43
23391 - Gunsmith I	14.75
23392 - Gunsmith II	16.60
23393 - Gunsmith III	18.29
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.22
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.97
23430 - Heavy Equipment Mechanic	16.88
23440 - Heavy Equipment Operator	14.97
23460 - Instrument Mechanic	22.57
23465 - Laboratory/Shelter Mechanic	17.46
23470 - Laborer	12.10
23510 - Locksmith	17.03
23530 - Machinery Maintenance Mechanic	19.19
23550 - Machinist, Maintenance	19.55
23580 - Maintenance Trades Helper	12.64
23591 - Metrology Technician I	22.57
23592 - Metrology Technician II	23.62
23593 - Metrology Technician III	24.64
23640 - Millwright	18.87

23710 - Office Appliance Repairer	17.03
23760 - Painter, Maintenance	17.03
23790 - Pipefitter, Maintenance	18.64
23810 - Plumber, Maintenance	17.78
23820 - Pneudraulic Systems Mechanic	18.29
23850 - Rigger	18.29
23870 - Scale Mechanic	16.60
23890 - Sheet-Metal Worker, Maintenance	17.94
23910 - Small Engine Mechanic	16.18
23931 - Telecommunications Mechanic I	22.28
23932 - Telecommunications Mechanic II	23.37
23950 - Telephone Lineman	20.01
23960 - Welder, Combination, Maintenance	17.74
23965 - Well Driller	16.22
23970 - Woodcraft Worker	18.29
23980 - Woodworker	14.31
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	18.34
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	13.60
27007 - Baggage Inspector	9.97
27008 - Corrections Officer	14.96
27010 - Court Security Officer	15.81
27030 - Detection Dog Handler	11.51
27040 - Detention Officer	14.96
27070 - Firefighter	16.08
27101 - Guard I	9.97
27102 - Guard II	11.51
27131 - Police Officer I	17.01
27132 - Police Officer II	18.55
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	12.73
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.19
28515 - Recreation Specialist	15.07
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.51
29020 - Hatch Tender	16.51
29030 - Line Handler	16.51
29041 - Stevedore I	15.81
29042 - Stevedore II	17.52
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	15.60
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	26.38
30210 - Laboratory Technician	19.14
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	19.00
30462 - Technical Writer II	23.24
30463 - Technical Writer III	28.12
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 19.84
30621 - Weather Observer, Senior	(see 2) 20.04
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.84
31030 - Bus Driver	12.73
31043 - Driver Courier	13.32
31260 - Parking and Lot Attendant	9.36
31290 - Shuttle Bus Driver	14.21
31310 - Taxi Driver	11.14
31361 - Truckdriver, Light	14.21
31362 - Truckdriver, Medium	15.01
31363 - Truckdriver, Heavy	17.86
31364 - Truckdriver, Tractor-Trailer	17.86
99000 - Miscellaneous Occupations	
99030 - Cashier	9.65
99050 - Desk Clerk	10.96
99095 - Embalmer	24.84
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	11.74
99710 - Recycling Laborer	14.64
99711 - Recycling Specialist	17.31
99730 - Refuse Collector	13.25
99810 - Sales Clerk	10.77
99820 - School Crossing Guard	11.87
99830 - Survey Party Chief	17.67
99831 - Surveying Aide	11.71
99832 - Surveying Technician	16.07
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: \$3.35 per hour or \$134.00 per week or \$580.66 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

District Map

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)**

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

Contract line item(s):	<u>1</u>
--NAICS Code	<u>115112</u>
--Size Standard	<u>7.0 million dollars average annual receipts for the preceding three fiscal years.</u>

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.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 115112.

(2) The small business size standard is 7.0 million dollars average annual receipts for the preceding three fiscal years.

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

(b)

(1) If the 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 certification 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 \$100,000.
- (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.
- (xix) 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.]

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (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

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.

FAR 52.209-5 Certification Regarding Responsibility Matters (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) **Are O are not O** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have O have not O**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) **Are O are not O** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) **Have O, have not O**, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror **has O has not O**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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)

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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

FAR 52.216-1 Type of Contract (APR 1984)

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

AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)

(a) The Government is not planning a pre-bid/pre-proposal conference at this time.

Contact Jane Adler, Purchasing Agent, at 423-476-9713 or Nina Barrow, Contract Specialist 423-476-9706 for additional information about this solicitation or for questions pertaining to the nature of the work required contact Rusty Humbert, Contracting Officer Representative, at (423) 253-8410.

SECTION M--EVALUATION FACTORS FOR AWARD**AWARD DETERMINATION**

The Government reserves the right to award to the offeror providing the best value to the Government. Award will be made to the offeror (1) whose quotation is technically acceptable and (2) whose technical/cost relationship are the most advantageous to the Government. Award may not necessarily be made to the offeror submitting the lowest quote. Factors that may be considered include past performance, timeliness, response to multiple orders in past contracts, etc.

The Government reserves the right to make cost versus technical trade-offs that are in the interest and to the advantage of the Government.