

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 1 OF 1 PAGES
1. REQUEST NO. AG-4756-S-16-0003	2. DATE ISSUED 11/04/2015	3. REQUISITION/PURCHASE REQUEST NO. 775956	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312			6. DELIVERY BY (Date) 365 Days After Award		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME NINA BARROW			9. DESTINATION a. NAME OF CONSIGNEE USDA FOREST SERVICE		
AREA CODE 423			b. STREET ADDRESS CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET		
TELEPHONE NUMBER 476-9706			c. CITY CLEVELAND		
8. TO: a. NAME			d. STATE TN		
b. COMPANY			e. ZIP CODE 37312		
c. STREET ADDRESS			f. ZIP CODE 37312		
d. CITY			e. STATE		
f. ZIP CODE			d. STATE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 11/30/2015 1600 ET			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Furnish, haul, and tailgate-spread or stockpile crushed aggregate on an as-needed, requirements basis for the North Zone of the Cherokee National Forest (see Schedule of Items, pg. 2). DUNS #: _____ Registered in SAM? ____ yes ____ no Period of Performance: 01/01/2016 to 12/30/2016 Provide aggregate haul for the Northend of Cherokee NF Delivery: 365 Days After Award				

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

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					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

Contractor shall furnish all labor, transportation, equipment, supervision, and other incidentals necessary to furnish, haul and place crushed aggregate as indicated on the Schedule of Items on an “As-Needed”, requirements basis in accordance with the specifications, terms and conditions contained herein.

Item 1: Delivery to Locations on the Unaka Ranger District

Item 1	Furnish, Haul and Spread or Stockpile Crushed Aggregate	Pay Unit	Estimated Quantity	Unit Price	Price for Unaka District
A	#10 Chat	Ton	50	\$	\$
B	#2	Ton	50	\$	\$
C	#57	Ton	50	\$	\$
D	Surge stone	Ton	25	\$	\$
E	Crusher run	Ton	200	\$	\$
F	Riprap Class 5	Ton	25	\$	\$

Total, Item 1, A-F: \$ _____

Item 2: Delivery to Locations on the Watauga Ranger District

Item 2	Furnish, Haul and Spread or Stockpile Crushed Aggregate	Pay Unit	Estimated Quantity	Unit Price	Price for Watauga District
A	#10 Chat	Ton	50	\$	\$
B	#2	Ton	50	\$	\$
C	#57	Ton	50	\$	\$
D	Surge stone	Ton	25	\$	\$
E	Crusher run	Ton	200	\$	\$
F	Riprap Class 5	Ton	25	\$	\$

Total, Item 2, A-F: \$ _____

No minimum amount of work is guaranteed. Contractor will be paid at price quoted for actual tons hauled and placed. Task Orders will be issued with quantity needed, location, and time of delivery.

Registration in SAM is not required for submission of a quote; however registration must be completed within 5 days of notification of award. Access SAM at www.sam.gov/; registration is free.

A complete quote package will consist of:

- SF-18 Cover Sheet (fill in blocks 13-16)
- Completed Section B – Schedule of Items with pricing entered
- Completed Section K – Representations and Certifications
- A narrative response to Section M – Evaluation Factors

Submit quotation package by:

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

SECTION C - Description/Specifications/Statement of Work

DIVISION 100 – GENERAL SCOPE OF WORK

110 - SCOPE OF CONTRACT

Contractor shall furnish all labor, transportation, equipment, supervision, and other incidentals necessary to furnish, haul, and tailgate spread or stockpile crushed aggregate as indicated on the Schedule of Items on an “As-Needed”, requirements basis in accordance with the specifications, terms and conditions as contained herein.

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

One requirements contract will be awarded from this solicitation. Actual work ordered will be based on prices submitted and funds available at times of need. The Government anticipates placing task orders estimated not to exceed \$150,000 over the life of the awarded contract or contracts.

Task orders may be issued for one year from date of award. Work will consist of hauling, tailgate spreading or stockpiling various sizes of crushed aggregate. Contractor will be paid at bid rate for actual work performed. Work may be performed on remote, mountainous roads in locations with no cell phone service.

120 – PLACEMENT OF ORDERS

Task orders shall be placed in writing and authorized by the Contracting Officer or Purchasing Agent.

Delivery shall be determined at the time of issuance of the Notice to Proceed and will be weather dependent and contingent upon the work being completed on roads specified in the contract.

130 – PROJECT LOCATION

Work sites will be within the administrative boundaries of the Cherokee National Forest on the Unaka and Watauga Ranger Districts as shown on the Schedule of Items. Work is performed in remote, mountainous areas. Cell service may not be available.

Specific work site(s) will be as indicated on each task order as issued.

The Unaka District is comprised of Cocke, Greene, Unicoi, and Washington Counties, Tennessee.

The Watauga District is comprised of Sullivan, Johnson, and Carter Counties, Tennessee.

Placement shall be along the designated roads as directed by the Forest Service on-site representative. The narrow roads are a factor in determining the number of trucks required for each job. Delivery times shall be between the hours of 8 am and 4 pm Monday through Friday unless prior arrangements have been agreed upon.

DIVISION 200 – TECHNICAL SPECIFICATIONS

210 – MOBILIZATION ALLOWANCE

There is no separate pay item for mobilization. Any movement or transportation of equipment to or from areas required to pursue the work, repair or replace equipment, or for the Contractor's convenience, shall be at the Contractor's expense.

220 – REQUIREMENTS

A. Response to Issued Task Order

The Government may undertake or award other contracts for additional work at or near the site of the work performed under this contract. This may include road maintenance, road grading, or other types of contract work. Coordination of effort among all contracts is important so that the overall project can be completed successfully and timely.

The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer.

B. Public Safety and Traffic Control

Contractor shall exercise caution and care while pursuing the work to prevent unnecessary conflict with, or potential hazards to road users.

Contractor shall post warning signs with flags on each end of the section of road being worked. Signs shall be of the size, quantity, and colors as required in the current edition of the "Manual on Uniform Traffic Control Devices". These signs shall be moved as needed to properly delineate and identify the section of road being maintained. At no time shall these signs be more than one mile from operating equipment and shall be in place only when road equipment or men are actually performing operations. All slow moving equipment shall have a reflectorized "slow moving" vehicle emblem properly attached.

All work shall be so scheduled so that at the end of a working period, the road is passable for the type of traffic normally using the road. If, for any reason traffic hazards are left in or adjacent to the road after normal work periods, they shall be properly signed as hazards and visibly illuminated at night.

C. Technical Requirements

Items 1 and 2: Furnish, Haul and Stockpile or Spread Crushed Aggregate – The materials and their use shall comply with TNDOT specifications for highway use. The aggregate sources shall be approved by the Forest Service before any materials are delivered to the site. "Weight tickets from sources listed shall constitute a certificate of compliance for quality requirements."

The weight of the aggregate shall be reduced by moisture content in excess 7%.

<u>Source Name</u>	<u>Source Location</u>
Vulcan Materials	Bristol & Greeneville, TN
Rinker Materials	Abington, Watauga & Buffalo, TN
MayMead	Mountain City, TN

The Forest Service anticipates a need for the following grades of stone:

- A. Crusher Run
- B. #2 stone
- C. # 10 Chat
- D. #57 Stone
- E. Surge Stone
- F. Class 5 Riprap (26” – 28”)

230 – OPERATION

Equipment furnished shall be operated at the direction of the Contracting Officer’s Representative (COR). Equipment shall be operated at sufficient speed and in such manner, dependent upon conditions, so as to achieve the desired results. All operators are subject to acceptability by the Contracting Officer.

Trucks used for hauling the aggregate material shall have a clean, tight bed. The contractor shall maintain smooth finish on roadway. All equipment and operators needed to meet this requirement are subsidiary to the supplying of the materials.

All operators and equipment shall be furnished with safety devices required by OSHA, and they shall be used.

Existing aggregate road surface will require no grading prior to placement of aggregate.

The aggregate shall be spread uniformly across the width as shown on the typical section(s).

DIVISION 300 – INSPECTION AND ACCEPTANCE

310 – INSPECTION

The contractor's proposed equipment shall be made available to the Contracting Officer's Representative for inspection prior to award of this contract. If at any time during the course of this contract any equipment is deemed unsatisfactory, the Contracting Officer may order removal and may require a satisfactory replacement at Contractor's expense.

320 – ACCEPTANCE

Acceptance of the in-place aggregate shall be contingent upon approval by the Forest Service. Materials and in-place product shall comply with industry standards.

Acceptance of the equipment shall be contingent upon approval of the Contracting Officer's Representative.

DIVISION 400 - MEASUREMENT AND PAYMENT

410 – MEASUREMENT

Individual tasks ordered shall be paid at the unit prices established by the contract for each task order issued.

Actual quantities of aggregate placed shall be compensated in accordance with the established units quoted in the Schedule of Items.

Certified weight tickets for the aggregate delivered and placed will be the basis for compensation.

420 – Payment

Payment shall be made in accordance with the Payment Clause(s) contained elsewhere in this contract. The accepted quantities will be paid for when the contract quantity for each pay item shown in the Schedule of Items has been met.

Biobased Products

The Contractor shall utilize products and materials made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR). Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated at www.biopreferred.gov.

SECTION D - Packaging and Marking

(For this Solicitation, there are NO clauses in this section)

SECTION E - Inspection and Acceptance

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

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

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

SECTION F - Deliveries or Performance

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within the number of calendar days stated in the Task Order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than total contract time contained in the order. The time stated for completion shall include final cleanup of the premises.

Contract Time: Each task order will specify a contract time. Receipt of a task order shall be considered your notice to proceed, unless otherwise directed by the Contracting Officer's Representative.

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

452.211-75 Effective Period of the Contract. (FEB 1988)

The effective period of this contract is from date of award through one calendar year.

SECTION G - Contract Administration Data

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: Cherokee National Forest Supervisor's Office, 2800 North Ocoee Street, Cleveland TN 37312.

SECTION H - Special Contract Requirements

452.237-74 Key Personnel. (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: **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

52.204-7 System for Award Management. (JUL 2013)

(a) Definitions. As used in this provision-

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

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

Registered in the System for Award Management (SAM) database means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

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

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

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

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

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

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

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through one calendar year.

(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, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000;

(2) Any order for a combination of items in excess of \$50,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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 orders placed during the contract period.

52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract completion date.

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of segregated facilities. (APR 2015)

52.222-26 Equal Opportunity. (APR 2015)

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

52.222-41 Service Contract Labor Standards. (MAY 2014)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

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

This Statement is for Information Only: It is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage</u>
GS-5	\$15.15

Fringe Benefits

Paid Holidays: 1. New Year's Day, 2. MLKing'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

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

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

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

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

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.232-1 Payments. (APR 1984)

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

52.232-11 Extras. (APR 1984)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-25 Prompt payment. (JUL 2013)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest after Award. (AUG 1996)

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

52.236-8 Other Contracts (Apr 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract.

The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

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

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.244-6 Subcontracts for Commercial Items. (OCT 2015)

(a) *Definitions.* As used in this clause-

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims

Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015)(38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (DEC 2014).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-1 Government Property. (APR 2012)

52.246-20 Warranty of Services. (MAY 2001)*(a) Definition.*

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 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.

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)****52.252-2 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): <https://www.acquisition.gov/?q=browsefar>

52.253-1 Computer Generated Forms. (JAN 1991)**452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)**

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of **No Liability Assumed** except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

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

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use **within 48 hours**. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within

the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

52.222-99 2.222-99 Establishing a Minimum Wage for Contractors (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

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

Attachment Number	Attachment Title	Number of Pages
1	Unaka District Map	1
2	Watauga District Map	1
3	Wage Determination – North Zone	9

PART IV: REPRESENTATION, CERTIFICATIONS AND STATEMENTS OF OFFERORS
SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 Annual Representations and Certifications. (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **484220**.

(2) The small business size standard is **\$27.5 million dollars average annual receipts for the preceding three fiscal years.**

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of Offeror.

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

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

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by

submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No. _____

Title _____

Date _____

Change _____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts-
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code [237310] assigned to contract number [_____]. (*Contractor to sign and date and insert authorized signer's name and title*).

52.223-1 Biobased Product Certification. (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

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

Contract line item(s): All

- NAICS Code 484220

- Size Standard \$27.5 million dollars average annual receipts for the preceeding three fiscal years

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

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, amended and/or subsequently enacted.

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax

(a.) Awards made under this solicitation are subject to the provisions contained sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. **To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.**

(b) The Offeror represents that -

(1) The Offeror is [____], is not [____] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [____], has not [____] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [____], has not [____] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [____], does not [____] (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

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

52.215-5 Facsimile Proposals. (OCT 1997)

- (a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) **The telephone number of receiving facsimile equipment is: 423-339-8635.**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Firm Fixed Price Requirements contract** resulting from this solicitation.

52.237-1 Site Visit. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

452.204-70 Inquiries. (FEB 1988)

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

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 is the most advantageous to the Government. Award may not necessarily be made to the offeror submitting the lowest quote. Evaluation factors other than cost or price, when combined, are somewhat more important than cost or price in the award decision.

EVALUATION FACTORS

NOTE: Please provide your responses to these criteria on a separate sheet (or sheets) of paper, and submit with your completed Request for Quotation.

I. TECHNICAL

The following Evaluation Factors are listed in descending order of importance:

1. Experience:

- a. List your firm's experience with hauling crushed aggregate, not to exceed the last three years. For each work experience, state who you worked for, the location of the work, the dates worked, and a contact name and phone number.
- b. List your firm's experience in the general type of work to be performed (hauling materials by truck), not to exceed the last three years, with date(s), locations, and contact information for those work experiences.
- c. State whether you have ever been Terminated for Default from a Federal contract, and if so, provide the dates and circumstances.

2. Past Performance:

- a. Provide a minimum of three references of persons who know your work record. Reference information should include: Name, position, company/agency, and phone number.

3. Organization:

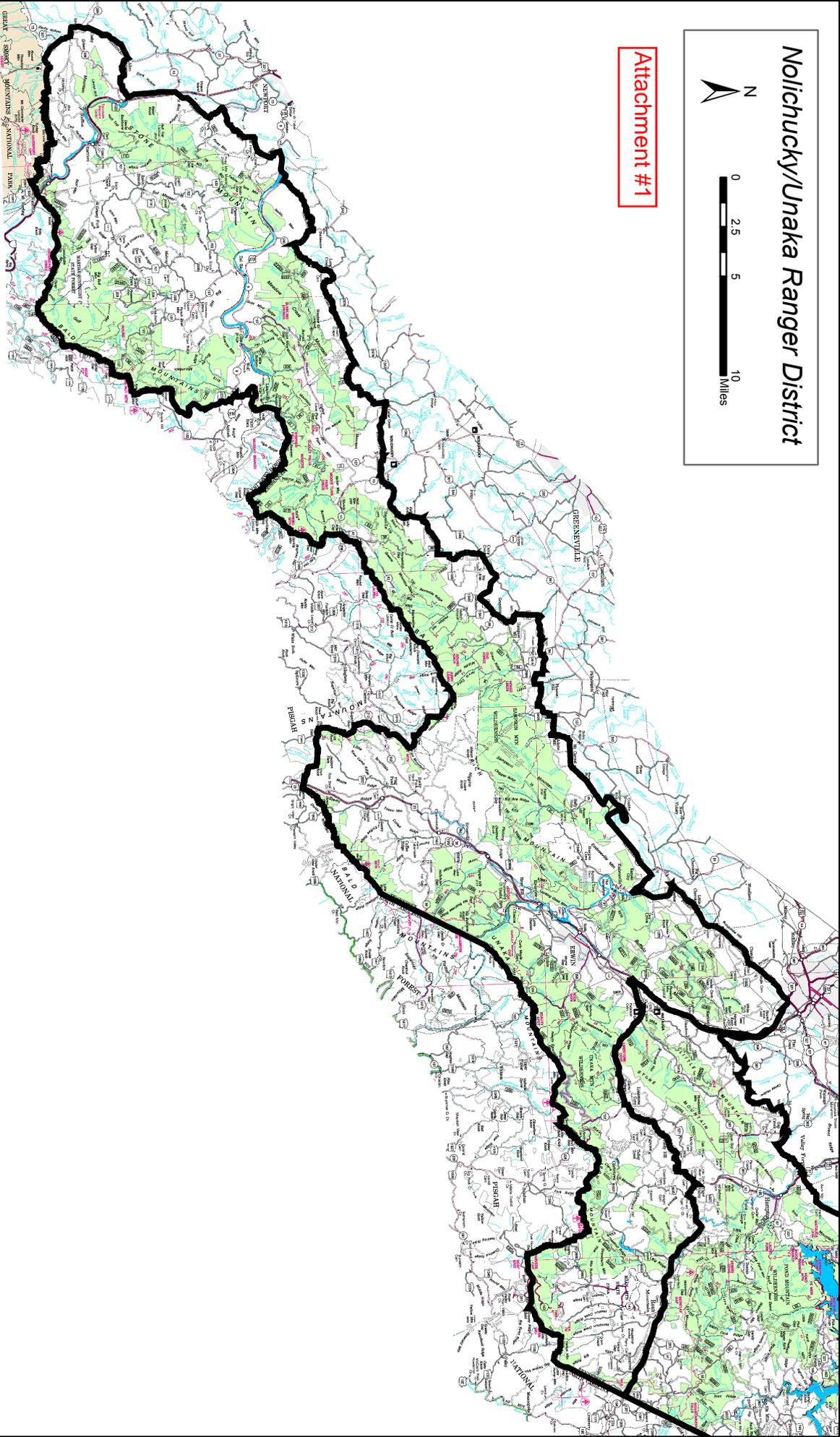
- A. List equipment to be utilized.
- B. State experience of truck drivers.
- C. List projects you are currently working on and projected completion dates.

II. COST/PRICE

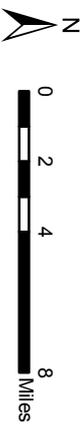
Noichucky/Unaka Ranger District



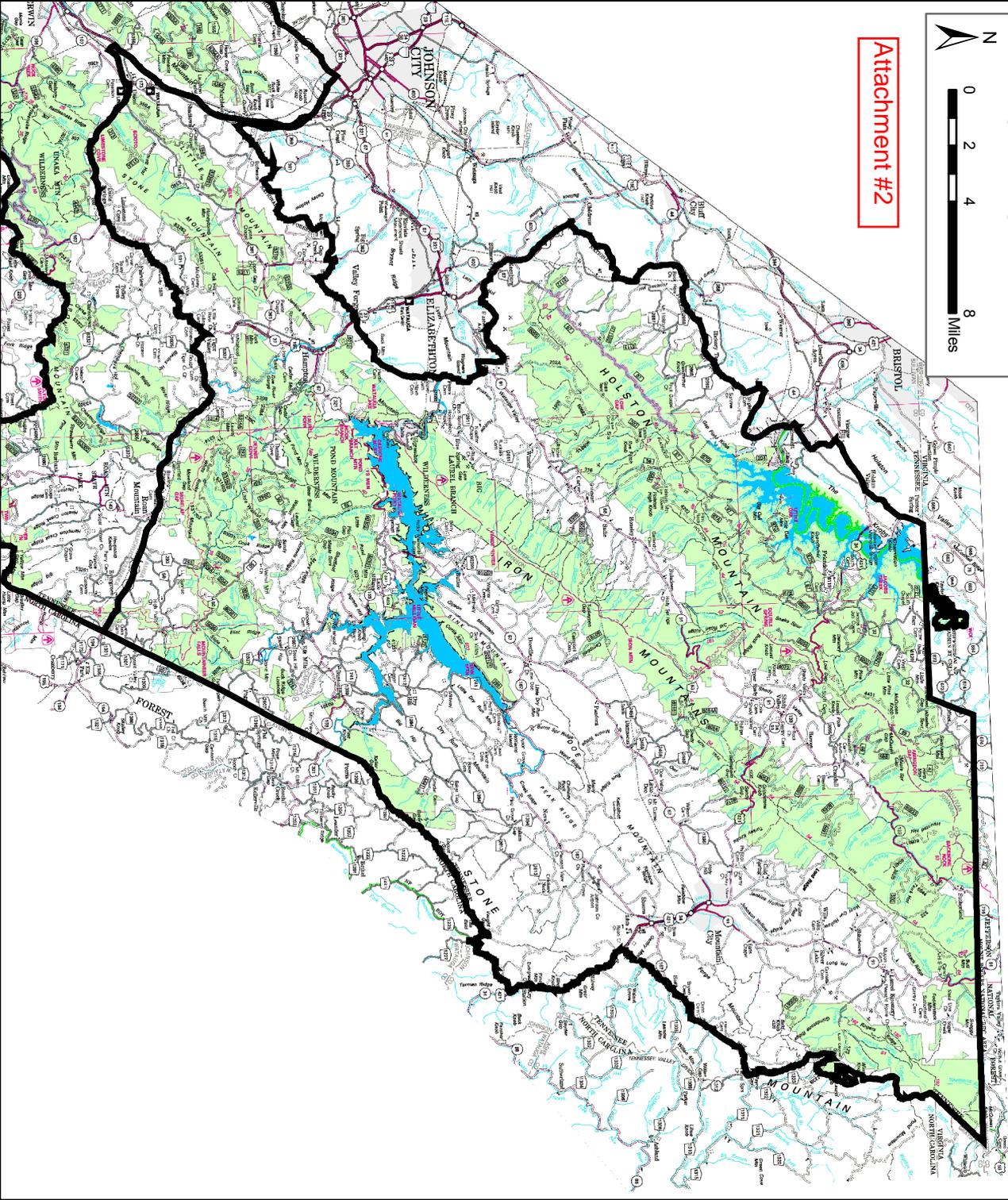
Attachment #1



Matauga Ranger District



Attachment #2



WD 05-2499 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simms	Division of		Wage Determination No.: 2005-2499
Director	Wage Determinations		Revision No.: 17
			Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Tennessee, Virginia

Area: Tennessee Counties of Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington

Virginia Counties of Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise

The following Independent Cities are included for the Virginia Area: Bristol, Galax, and Norton.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.92
01012 - Accounting Clerk II		13.39
01013 - Accounting Clerk III		14.98
01020 - Administrative Assistant		17.14
01040 - Court Reporter		14.80
01051 - Data Entry Operator I		10.28
01052 - Data Entry Operator II		11.22
01060 - Dispatcher, Motor Vehicle		14.43
01070 - Document Preparation Clerk		11.67
01090 - Duplicating Machine Operator		11.67
01111 - General Clerk I		10.40
01112 - General Clerk II		12.30
01113 - General Clerk III		13.83
01120 - Housing Referral Assistant		15.79
01141 - Messenger Courier		9.97
01191 - Order Clerk I		12.20
01192 - Order Clerk II		13.31
01261 - Personnel Assistant (Employment) I		13.15
01262 - Personnel Assistant (Employment) II		14.71
01263 - Personnel Assistant (Employment) III		16.41
01270 - Production Control Clerk		18.70
01280 - Receptionist		10.71
01290 - Rental Clerk		10.93
01300 - Scheduler, Maintenance		11.85
01311 - Secretary I		11.85
01312 - Secretary II		14.80
01313 - Secretary III		15.79
01320 - Service Order Dispatcher		10.27
01410 - Supply Technician		17.14

01420	- Survey Worker	12.31
01531	- Travel Clerk I	12.07
01532	- Travel Clerk II	12.84
01533	- Travel Clerk III	13.66
01611	- Word Processor I	11.26
01612	- Word Processor II	13.44
01613	- Word Processor III	15.56
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	15.75
05010	- Automotive Electrician	15.05
05040	- Automotive Glass Installer	14.39
05070	- Automotive Worker	14.39
05110	- Mobile Equipment Servicer	13.10
05130	- Motor Equipment Metal Mechanic	15.75
05160	- Motor Equipment Metal Worker	14.39
05190	- Motor Vehicle Mechanic	15.75
05220	- Motor Vehicle Mechanic Helper	12.36
05250	- Motor Vehicle Upholstery Worker	13.66
05280	- Motor Vehicle Wrecker	14.32
05310	- Painter, Automotive	14.96
05340	- Radiator Repair Specialist	14.32
05370	- Tire Repairer	10.33
05400	- Transmission Repair Specialist	15.75
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.31
07041	- Cook I	9.99
07042	- Cook II	11.02
07070	- Dishwasher	7.25
07130	- Food Service Worker	8.45
07210	- Meat Cutter	12.61
07260	- Waiter/Waitress	8.36
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.70
09040	- Furniture Handler	10.63
09080	- Furniture Refinisher	14.70
09090	- Furniture Refinisher Helper	12.00
09110	- Furniture Repairer, Minor	13.35
09130	- Upholsterer	14.70
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.11
11060	- Elevator Operator	9.24
11090	- Gardener	11.40
11122	- Housekeeping Aide	9.24
11150	- Janitor	9.24
11210	- Laborer, Grounds Maintenance	9.55
11240	- Maid or Houseman	8.05
11260	- Pruner	8.80
11270	- Tractor Operator	11.07
11330	- Trail Maintenance Worker	9.55
11360	- Window Cleaner	10.03
12000	- Health Occupations	
12010	- Ambulance Driver	14.10
12011	- Breath Alcohol Technician	16.55
12012	- Certified Occupational Therapist Assistant	24.38
12015	- Certified Physical Therapist Assistant	23.87
12020	- Dental Assistant	13.17
12025	- Dental Hygienist	25.73
12030	- EKG Technician	20.69
12035	- Electroneurodiagnostic Technologist	20.69
12040	- Emergency Medical Technician	14.10
12071	- Licensed Practical Nurse I	14.80
12072	- Licensed Practical Nurse II	16.55
12073	- Licensed Practical Nurse III	18.46
12100	- Medical Assistant	12.04

12130 - Medical Laboratory Technician	13.97
12160 - Medical Record Clerk	13.01
12190 - Medical Record Technician	15.02
12195 - Medical Transcriptionist	13.90
12210 - Nuclear Medicine Technologist	30.46
12221 - Nursing Assistant I	9.74
12222 - Nursing Assistant II	10.95
12223 - Nursing Assistant III	11.95
12224 - Nursing Assistant IV	13.41
12235 - Optical Dispenser	15.96
12236 - Optical Technician	14.09
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.41
12305 - Radiologic Technologist	21.44
12311 - Registered Nurse I	20.48
12312 - Registered Nurse II	25.05
12313 - Registered Nurse II, Specialist	25.05
12314 - Registered Nurse III	30.30
12315 - Registered Nurse III, Anesthetist	30.30
12316 - Registered Nurse IV	36.32
12317 - Scheduler (Drug and Alcohol Testing)	20.52
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.28
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.19
13041 - Illustrator I	16.28
13042 - Illustrator II	19.79
13043 - Illustrator III	24.19
13047 - Librarian	21.38
13050 - Library Aide/Clerk	10.65
13054 - Library Information Technology Systems Administrator	19.30
13058 - Library Technician	13.56
13061 - Media Specialist I	14.87
13062 - Media Specialist II	16.68
13063 - Media Specialist III	18.59
13071 - Photographer I	14.27
13072 - Photographer II	16.28
13073 - Photographer III	19.79
13074 - Photographer IV	24.19
13075 - Photographer V	29.28
13110 - Video Teleconference Technician	13.92
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.76
14042 - Computer Operator II	16.52
14043 - Computer Operator III	18.43
14044 - Computer Operator IV	20.47
14045 - Computer Operator V	22.68
14071 - Computer Programmer I	18.67
14072 - Computer Programmer II	23.15
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	25.06
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.76
14160 - Personal Computer Support Technician	20.47
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.06
15020 - Aircrew Training Devices Instructor (Rated)	30.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.19
15050 - Computer Based Training Specialist / Instructor	25.06
15060 - Educational Technologist	29.95
15070 - Flight Instructor (Pilot)	33.19

15080 - Graphic Artist	20.24
15090 - Technical Instructor	17.64
15095 - Technical Instructor/Course Developer	21.13
15110 - Test Proctor	15.10
15120 - Tutor	15.10
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.76
16030 - Counter Attendant	8.76
16040 - Dry Cleaner	10.80
16070 - Finisher, Flatwork, Machine	8.76
16090 - Presser, Hand	8.76
16110 - Presser, Machine, Drycleaning	8.76
16130 - Presser, Machine, Shirts	8.76
16160 - Presser, Machine, Wearing Apparel, Laundry	8.76
16190 - Sewing Machine Operator	11.39
16220 - Tailor	12.13
16250 - Washer, Machine	9.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.74
19040 - Tool And Die Maker	19.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.72
21030 - Material Coordinator	18.70
21040 - Material Expediter	18.70
21050 - Material Handling Laborer	11.58
21071 - Order Filler	11.39
21080 - Production Line Worker (Food Processing)	14.72
21110 - Shipping Packer	12.85
21130 - Shipping/Receiving Clerk	12.85
21140 - Store Worker I	10.57
21150 - Stock Clerk	13.60
21210 - Tools And Parts Attendant	14.72
21410 - Warehouse Specialist	14.72
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.66
23021 - Aircraft Mechanic I	19.63
23022 - Aircraft Mechanic II	20.66
23023 - Aircraft Mechanic III	21.67
23040 - Aircraft Mechanic Helper	15.31
23050 - Aircraft, Painter	18.72
23060 - Aircraft Servicer	17.02
23080 - Aircraft Worker	17.87
23110 - Appliance Mechanic	17.50
23120 - Bicycle Repairer	11.15
23125 - Cable Splicer	23.57
23130 - Carpenter, Maintenance	14.70
23140 - Carpet Layer	16.54
23160 - Electrician, Maintenance	19.43
23181 - Electronics Technician Maintenance I	21.56
23182 - Electronics Technician Maintenance II	23.54
23183 - Electronics Technician Maintenance III	24.71
23260 - Fabric Worker	15.58
23290 - Fire Alarm System Mechanic	18.41
23310 - Fire Extinguisher Repairer	14.66
23311 - Fuel Distribution System Mechanic	17.72
23312 - Fuel Distribution System Operator	14.10
23370 - General Maintenance Worker	15.97
23380 - Ground Support Equipment Mechanic	19.63
23381 - Ground Support Equipment Servicer	17.02
23382 - Ground Support Equipment Worker	17.87
23391 - Gunsmith I	14.66
23392 - Gunsmith II	16.54
23393 - Gunsmith III	18.63
23410 - Heating, Ventilation And Air-Conditioning	16.70

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	18.68
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	17.88
23440 - Heavy Equipment Operator	15.82
23460 - Instrument Mechanic	18.41
23465 - Laboratory/Shelter Mechanic	17.50
23470 - Laborer	9.72
23510 - Locksmith	17.50
23530 - Machinery Maintenance Mechanic	20.49
23550 - Machinist, Maintenance	17.07
23580 - Maintenance Trades Helper	12.00
23591 - Metrology Technician I	18.41
23592 - Metrology Technician II	19.38
23593 - Metrology Technician III	20.33
23640 - Millwright	22.78
23710 - Office Appliance Repairer	15.54
23760 - Painter, Maintenance	13.96
23790 - Pipefitter, Maintenance	16.99
23810 - Plumber, Maintenance	16.22
23820 - Pneudraulic Systems Mechanic	18.41
23850 - Rigger	18.41
23870 - Scale Mechanic	16.54
23890 - Sheet-Metal Worker, Maintenance	15.40
23910 - Small Engine Mechanic	14.01
23931 - Telecommunications Mechanic I	21.53
23932 - Telecommunications Mechanic II	22.51
23950 - Telephone Lineman	18.27
23960 - Welder, Combination, Maintenance	16.88
23965 - Well Driller	18.41
23970 - Woodcraft Worker	18.41
23980 - Woodworker	14.66
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.75
24580 - Child Care Center Clerk	10.90
24610 - Chore Aide	8.50
24620 - Family Readiness And Support Services Coordinator	13.46
24630 - Homemaker	13.46
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.25
25040 - Sewage Plant Operator	15.19
25070 - Stationary Engineer	20.25
25190 - Ventilation Equipment Tender	13.20
25210 - Water Treatment Plant Operator	15.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.12
27007 - Baggage Inspector	11.17
27008 - Corrections Officer	15.65
27010 - Court Security Officer	16.09
27030 - Detection Dog Handler	12.49
27040 - Detention Officer	15.65
27070 - Firefighter	15.65
27101 - Guard I	11.17
27102 - Guard II	12.49
27131 - Police Officer I	16.74
27132 - Police Officer II	18.59
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	11.79
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.81
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.45

28510	- Recreation Aide/Health Facility Attendant	11.28
28515	- Recreation Specialist	16.14
28630	- Sports Official	12.31
28690	- Swimming Pool Operator	16.50
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	16.63
29020	- Hatch Tender	16.63
29030	- Line Handler	16.63
29041	- Stevedore I	15.76
29042	- Stevedore II	17.48
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	18.48
30022	- Archeological Technician II	20.70
30023	- Archeological Technician III	25.64
30030	- Cartographic Technician	25.42
30040	- Civil Engineering Technician	22.33
30061	- Drafter/CAD Operator I	18.48
30062	- Drafter/CAD Operator II	21.10
30063	- Drafter/CAD Operator III	23.79
30064	- Drafter/CAD Operator IV	27.31
30081	- Engineering Technician I	14.98
30082	- Engineering Technician II	16.81
30083	- Engineering Technician III	18.80
30084	- Engineering Technician IV	23.30
30085	- Engineering Technician V	28.50
30086	- Engineering Technician VI	34.48
30090	- Environmental Technician	24.65
30210	- Laboratory Technician	22.89
30240	- Mathematical Technician	25.42
30361	- Paralegal/Legal Assistant I	18.80
30362	- Paralegal/Legal Assistant II	22.83
30363	- Paralegal/Legal Assistant III	27.93
30364	- Paralegal/Legal Assistant IV	33.80
30390	- Photo-Optics Technician	25.42
30461	- Technical Writer I	24.66
30462	- Technical Writer II	30.87
30463	- Technical Writer III	33.17
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.79
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	24.65
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	8.07
31030	- Bus Driver	12.81
31043	- Driver Courier	13.60
31260	- Parking and Lot Attendant	10.09
31290	- Shuttle Bus Driver	13.60
31310	- Taxi Driver	12.18
31361	- Truckdriver, Light	13.60
31362	- Truckdriver, Medium	14.26
31363	- Truckdriver, Heavy	18.01
31364	- Truckdriver, Tractor-Trailer	18.01
99000	- Miscellaneous Occupations	
99030	- Cashier	7.80
99050	- Desk Clerk	9.63
99095	- Embalmer	21.85
99251	- Laboratory Animal Caretaker I	10.68

99252 - Laboratory Animal Caretaker II	11.43
99310 - Mortician	21.85
99410 - Pest Controller	13.62
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.29
99711 - Recycling Specialist	14.89
99730 - Refuse Collector	11.60
99810 - Sales Clerk	11.02
99820 - School Crossing Guard	11.19
99830 - Survey Party Chief	20.97
99831 - Surveying Aide	13.60
99832 - Surveying Technician	18.57
99840 - Vending Machine Attendant	12.44
99841 - Vending Machine Repairer	14.53
99842 - Vending Machine Repairer Helper	12.44

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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.