REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF 2 PAGES

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
AG-4756-S-11-0023	04/25/2011	514880		

5a. ISSUED BY
USDA FOREST SERVICE
CHEROKEE NATIONAL FOREST
2800 NORTH OCOEE STREET
CLEVELAND TN 37312

6. DELIVERY BY *(Date)*: 08/31/2012

7. DELIVERY: [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

9. DESTINATION

a. NAME OF CONSIGNEE: USDA FOREST SERVICE

b. STREET ADDRESS: TELLICO RANGER DISTRICT
250 RANGER STATION ROAD

c. CITY: TELLICO PLAINS

d. STATE: TN e. ZIP CODE: 37385-5804

5b. FOR INFORMATION CALL: *(No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
JANE ADLER	423	476-9700

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY e. STATE f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
05/24/2011 1630 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)
	Mow Wildlife Forage Areas, As Needed, Tellico Ranger District, from Sept. 1, 2011 thru August 31, 2012 TAX ID # _____ DUNS # _____ Registered CCR ____ Yes ____ No Registered ORCA _____ Yes ____ No Continued ...				

12. DISCOUNT FOR PROMPT PAYMENT

a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY e. STATE f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE AREA CODE NUMBER

c. TITLE *(Type or print)*

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/01/2011 to 08/31/2012 Bid Item 1. Perform the following service activities on an "as-needed" basis in accordance with the attached terms, conditions and specifications: A. Mow Wildlife forage areas and recreation fields using rotary blade mower attachment; i.e. standard bush hog or bat wing attachment.				
001	Mowing Contract on the Tellico Ranger District during FY11 - FY12. AAP # TEL-11-003 Product/Service Code: F019 Product/Service Description: OTHER WILDLIFE MANAGEMENT SERVICES Delivery: 08/31/2012				

PART 1 – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS

BID ITEM 1: Perform the following service activities on an "as-needed" basis in accordance with the attached terms, conditions and specifications:

Contract Period: September 1, 2011 through August 31, 2012

	Quantity	Unit	Price	Estimated Amount
A. Mow wildlife forage areas and recreation fields using rotary blade mower attachment; i.e., standard bush hog or bat wing attachment.	*200*	acre	$_____	$_____

Total Item 1 *(A)* **$_____**

You must respond to Award Criteria in Section M (pg 31) to be considered for award of this contract.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

100 – GENERAL REQUIREMENTS

110 Scope of Contract

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

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

120 – Placement of Orders

Delivery orders will be placed in writing as needed via a standard delivery order form, (see FAR 52.216-18; 52.216-19; 52.216-21 Section I) and shall be authorized by the Contracting Officer or Purchasing Agent.

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

130 Description of Work

This work shall consist of:

-- mowing wildlife forage areas, recreation fields and linear wildlife forage areas.

140 - Location And Description

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

See attached maps of the Tellico Ranger District.

150 Access to Work Areas

Contractor shall perform, at no additional expense to the Government, sawing of downed trees *6 inches or larger in diameter at two (2) per mile or one (1) per acre* or other

activities found to be minimally necessary to obtain access to work areas. The Government will pay $15.40 over and above for each additional tree, as stated above. Access on roads which are gated will be coordinated with the Contracting Officer's Representative. Contractor shall keep all gates locked at all times, unless otherwise directed by the Contracting Officer.

DIVISION 200 - TECHNICAL SPECIFICATIONS

250 Mow Wildlife Forage Areas and Recreation Fields

Equipment requirements when bush hog attachement is ordered: Mowing of contract sites will be accomplished by utility tractor and rotary blade mower attachment. Contractor shall keep mower blade(s) sharp so as to cut grass or brush cleanly and not lay it over. Mower height shall be approximately 4 inches. **Roads that are mowed as wildlife openings shall be mowed from edge to edge and shall total 2.0 acres per mile of road mowed.**

Contractor shall remove any fallen trees or slash in the areas to be mowed. This debris will be moved to the perimeter of the work area, and the method of removal will be at the contractor's option.

SECTION D - PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

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/far/index.html

52.246-1 Contractor Inspection Requirements. (APR 1984)

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

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

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

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

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

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

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

(1) Require the Contractor to take necessary action to ensure that future performance

conforms to contract requirements; and

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

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

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

(2) Terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far/index.html
(End of clause)

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

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from **September 1, 2011 through August 31, 2012.**

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

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

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

Schedule of Items	Contract Time*
1. Mow wildlife forage areas and recreation fields.	0.1 day/acre

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

SECTION G - CONTRACT ADMINISTRATION DATA

52.245-1 Government Property. (AUG 2010)
The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

1) Forest Service Key or other key for access to gated areas.

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:

Tellico Ranger District
250 Ranger Station Road
Tellico Plains, TN 37385.

SECTION H - Special Contract Requirements

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **On Site Project Superintendent**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit theinformation 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.

SECTION I - CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)
52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)
52.222-3 Convict Labor. (JUN 2003)
52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
52.222-26 Equal Opportunity. (MAR 2007)
52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-41 Service Contract Act of 1965. (NOV 2007)
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (DEC 2007)
52.223-6 Drug-Free Workplace. (MAY 2001)
52.232-1 Payments. (APR 1984)
52.232-11 Extras. (APR 1984)
52.232-18 Availability of Funds. (APR 1984)
52.232-23 Assignment of Claims. (JAN 1986)
52.232-25 Prompt payment. (OCT 2008)
52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
52.233-1 Disputes. (JUL 2002)
52.233-3 Protest after Award. (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
52.243-1 Changes - Fixed-Price. (AUG 1987)
52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
52.253-1 Computer Generated Forms. (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

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

52.204-7 Central Contractor Registration. (APR 2008)

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

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

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

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

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number--

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

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

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

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the

contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2011through August 31, 2012.

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

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

52.216-19 Order Limitations. (OCT 1995)

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

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

(1) Any order for a single item in excess of $20,000.00;

(2) Any order for a combination of items in excess of $20,000.00; or

(3) A series of orders from the same ordering office within 10 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 daysdays after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (OCT 1995)

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

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

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

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

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

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

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

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	**Monetary Wage - Fringe Benefits**
GS-5	$15.00

Paid Holidays

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

Paid Vacation

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

Health and Insurance -- 5.1% of hourly rate

Retirement -- 7% of hourly rate

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [*Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time*]. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

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

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment	Attachment Title	Number of Pages
1	Wage Determination	10
2	Tellico District Map	1

WD 05-2493 (Rev.-15) was first posted on www.wdol.gov on 09/21/2010
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2493 Revision No.: 15 Date Of Revision: 09/13/2010

State: Tennessee

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

Fringe Benefits Required Follow the Occupational Listing

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

01612 - Word Processor II	13.62
01613 - Word Processor III	16.87
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.72
05010 - Automotive Electrician	16.03
05040 - Automotive Glass Installer	15.26
05070 - Automotive Worker	15.26
05110 - Mobile Equipment Servicer	13.68
05130 - Motor Equipment Metal Mechanic	16.78
05160 - Motor Equipment Metal Worker	15.26
05190 - Motor Vehicle Mechanic	16.55
05220 - Motor Vehicle Mechanic Helper	13.06
05250 - Motor Vehicle Upholstery Worker	14.47
05280 - Motor Vehicle Wrecker	15.26
05310 - Painter, Automotive	18.18
05340 - Radiator Repair Specialist	15.26
05370 - Tire Repairer	11.03
05400 - Transmission Repair Specialist	16.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.17
07041 - Cook I	10.08
07042 - Cook II	11.24
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.97
07260 - Waiter/Waitress	7.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.03
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	17.03
09090 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	15.32
09130 - Upholsterer	17.03
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.96
11060 - Elevator Operator	10.49
11090 - Gardener	13.21
11122 - Housekeeping Aide	10.49
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	10.88
11240 - Maid or Houseman	8.45
11260 - Pruner	10.69
11270 - Tractor Operator	13.81
11330 - Trail Maintenance Worker	10.88
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	14.98
12012 - Certified Occupational Therapist Assistant	21.99
12015 - Certified Physical Therapist Assistant	20.94
12020 - Dental Assistant	15.28
12025 - Dental Hygienist	28.09
12030 - EKG Technician	18.35
12035 - Electroneurodiagnostic Technologist	18.35
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	14.14

12072 - Licensed Practical Nurse II		15.82
12073 - Licensed Practical Nurse III		17.64
12100 - Medical Assistant		12.76
12130 - Medical Laboratory Technician		14.52
12160 - Medical Record Clerk		11.72
12190 - Medical Record Technician		14.89
12195 - Medical Transcriptionist		13.42
12210 - Nuclear Medicine Technologist		25.05
12221 - Nursing Assistant I		9.62
12222 - Nursing Assistant II		10.81
12223 - Nursing Assistant III		11.80
12224 - Nursing Assistant IV		13.24
12235 - Optical Dispenser		14.65
12236 - Optical Technician		13.21
12250 - Pharmacy Technician		16.23
12280 - Phlebotomist		13.24
12305 - Radiologic Technologist		23.63
12311 - Registered Nurse I		22.82
12312 - Registered Nurse II		27.91
12313 - Registered Nurse II, Specialist		27.91
12314 - Registered Nurse III		31.51
12315 - Registered Nurse III, Anesthetist		31.51
12316 - Registered Nurse IV		37.40
12317 - Scheduler (Drug and Alcohol Testing)		18.51
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		17.10
13012 - Exhibits Specialist II		21.18
13013 - Exhibits Specialist III		25.90
13041 - Illustrator I		16.64
13042 - Illustrator II		21.18
13043 - Illustrator III		25.90
13047 - Librarian		23.03
13050 - Library Aide/Clerk		11.41
13054 - Library Information Technology Systems Administrator		20.21
13058 - Library Technician		13.65
13061 - Media Specialist I		13.27
13062 - Media Specialist II		14.85
13063 - Media Specialist III		16.63
13071 - Photographer I		15.35
13072 - Photographer II		17.17
13073 - Photographer III		21.27
13074 - Photographer IV		26.03
13075 - Photographer V		31.48
13110 - Video Teleconference Technician		16.55
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.77
14042 - Computer Operator II		17.64
14043 - Computer Operator III		19.67
14044 - Computer Operator IV		21.86
14045 - Computer Operator V		24.20
14071 - Computer Programmer I		22.54
14072 - Computer Programmer II		25.40
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.77
14160 - Personal Computer Support Technician		21.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.52
15020 - Aircrew Training Devices Instructor (Rated)		34.53
15030 - Air Crew Training Devices Instructor (Pilot)		37.97
15050 - Computer Based Training Specialist / Instructor		28.52
15060 - Educational Technologist		27.39
15070 - Flight Instructor (Pilot)		37.97
15080 - Graphic Artist		20.60
15090 - Technical Instructor		19.44
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.69
15120 - Tutor		15.69
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.06
16030 - Counter Attendant		9.06
16040 - Dry Cleaner		11.68
16070 - Finisher, Flatwork, Machine		9.06
16090 - Presser, Hand		9.06
16110 - Presser, Machine, Drycleaning		9.06
16130 - Presser, Machine, Shirts		9.06
16160 - Presser, Machine, Wearing Apparel, Laundry		9.06
16190 - Sewing Machine Operator		12.50
16220 - Tailor		13.31
16250 - Washer, Machine		10.02
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.19
19040 - Tool And Die Maker		21.73
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.12
21030 - Material Coordinator		18.25
21040 - Material Expediter		18.25
21050 - Material Handling Laborer		12.62
21071 - Order Filler		11.31
21080 - Production Line Worker (Food Processing)		13.12
21110 - Shipping Packer		13.01
21130 - Shipping/Receiving Clerk		13.01
21140 - Store Worker I		11.64
21150 - Stock Clerk		15.74
21210 - Tools And Parts Attendant		13.12
21410 - Warehouse Specialist		13.12
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.76
23021 - Aircraft Mechanic I		20.73
23022 - Aircraft Mechanic II		21.76
23023 - Aircraft Mechanic III		22.84
23040 - Aircraft Mechanic Helper		15.54
23050 - Aircraft, Painter		19.79
23060 - Aircraft Servicer		17.43
23080 - Aircraft Worker		18.43
23110 - Appliance Mechanic		17.46
23120 - Bicycle Repairer		12.77
23125 - Cable Splicer		22.18

23130 - Carpenter, Maintenance	16.19
23140 - Carpet Layer	16.89
23160 - Electrician, Maintenance	20.79
23181 - Electronics Technician Maintenance I	19.62
23182 - Electronics Technician Maintenance II	20.63
23183 - Electronics Technician Maintenance III	21.72
23260 - Fabric Worker	15.86
23290 - Fire Alarm System Mechanic	17.63
23310 - Fire Extinguisher Repairer	14.94
23311 - Fuel Distribution System Mechanic	21.26
23312 - Fuel Distribution System Operator	17.14
23370 - General Maintenance Worker	16.16
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	17.43
23382 - Ground Support Equipment Worker	18.43
23391 - Gunsmith I	14.94
23392 - Gunsmith II	16.89
23393 - Gunsmith III	18.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.84
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.67
23430 - Heavy Equipment Mechanic	18.57
23440 - Heavy Equipment Operator	16.47
23460 - Instrument Mechanic	22.57
23465 - Laboratory/Shelter Mechanic	17.77
23470 - Laborer	12.10
23510 - Locksmith	17.77
23530 - Machinery Maintenance Mechanic	19.89
23550 - Machinist, Maintenance	19.55
23580 - Maintenance Trades Helper	13.60
23591 - Metrology Technician I	22.57
23592 - Metrology Technician II	23.62
23593 - Metrology Technician III	24.64
23640 - Millwright	19.19
23710 - Office Appliance Repairer	17.77
23760 - Painter, Maintenance	17.03
23790 - Pipefitter, Maintenance	18.64
23810 - Plumber, Maintenance	17.78
23820 - Pneudraulic Systems Mechanic	18.71
23850 - Rigger	18.71
23870 - Scale Mechanic	16.89
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	16.18
23931 - Telecommunications Mechanic I	24.51
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	22.01
23960 - Welder, Combination, Maintenance	17.74
23965 - Well Driller	17.84
23970 - Woodcraft Worker	18.71
23980 - Woodworker	14.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	11.97
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services	12.40

Coordinator	
24630 - Homemaker	14.87
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.32
25040 - Sewage Plant Operator	18.97
25070 - Stationary Engineer	23.32
25190 - Ventilation Equipment Tender	16.78
25210 - Water Treatment Plant Operator	19.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.85
27007 - Baggage Inspector	10.97
27008 - Corrections Officer	14.96
27010 - Court Security Officer	16.11
27030 - Detection Dog Handler	12.66
27040 - Detention Officer	14.96
27070 - Firefighter	17.33
27101 - Guard I	10.97
27102 - Guard II	12.66
27131 - Police Officer I	17.61
27132 - Police Officer II	19.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.86
28042 - Carnival Equipment Repairer	11.58
28043 - Carnival Equpment Worker	8.63
28210 - Gate Attendant/Gate Tender	13.05
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	14.60
28510 - Recreation Aide/Health Facility Attendant	10.66
28515 - Recreation Specialist	16.58
28630 - Sports Official	11.63
28690 - Swimming Pool Operator	16.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.16
29020 - Hatch Tender	18.16
29030 - Line Handler	18.16
29041 - Stevedore I	17.22
29042 - Stevedore II	19.28
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	17.39
30023 - Archeological Technician III	21.62
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	20.21
30061 - Drafter/CAD Operator I	15.66
30062 - Drafter/CAD Operator II	17.58
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	20.11
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	30.15
30086 - Engineering Technician VI	36.50

30090 - Environmental Technician		27.69
30210 - Laboratory Technician		21.05
30240 - Mathematical Technician		21.56
30361 - Paralegal/Legal Assistant I		16.72
30362 - Paralegal/Legal Assistant II		20.02
30363 - Paralegal/Legal Assistant III		24.49
30364 - Paralegal/Legal Assistant IV		29.63
30390 - Photo-Optics Technician		22.28
30461 - Technical Writer I		19.92
30462 - Technical Writer II		24.36
30463 - Technical Writer III		29.48
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.02
30621 - Weather Observer, Senior	(see 2)	22.04
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.72
31030 - Bus Driver		13.65
31043 - Driver Courier		14.65
31260 - Parking and Lot Attendant		9.36
31290 - Shuttle Bus Driver		15.63
31310 - Taxi Driver		11.14
31361 - Truckdriver, Light		15.63
31362 - Truckdriver, Medium		16.51
31363 - Truckdriver, Heavy		18.00
31364 - Truckdriver, Tractor-Trailer		18.00
99000 - Miscellaneous Occupations		
99030 - Cashier		9.65
99050 - Desk Clerk		10.96
99095 - Embalmer		25.37
99251 - Laboratory Animal Caretaker I		11.14
99252 - Laboratory Animal Caretaker II		13.06
99310 - Mortician		25.37
99410 - Pest Controller		15.93
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		14.64
99711 - Recycling Specialist		17.31
99730 - Refuse Collector		13.25
99810 - Sales Clerk		11.51
99820 - School Crossing Guard		11.87
99830 - Survey Party Chief		18.72
99831 - Surveying Aide		12.40
99832 - Surveying Technician		17.02
99840 - Vending Machine Attendant		13.52
99841 - Vending Machine Repairer		16.05
99842 - Vending Machine Repairer Helper		13.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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).

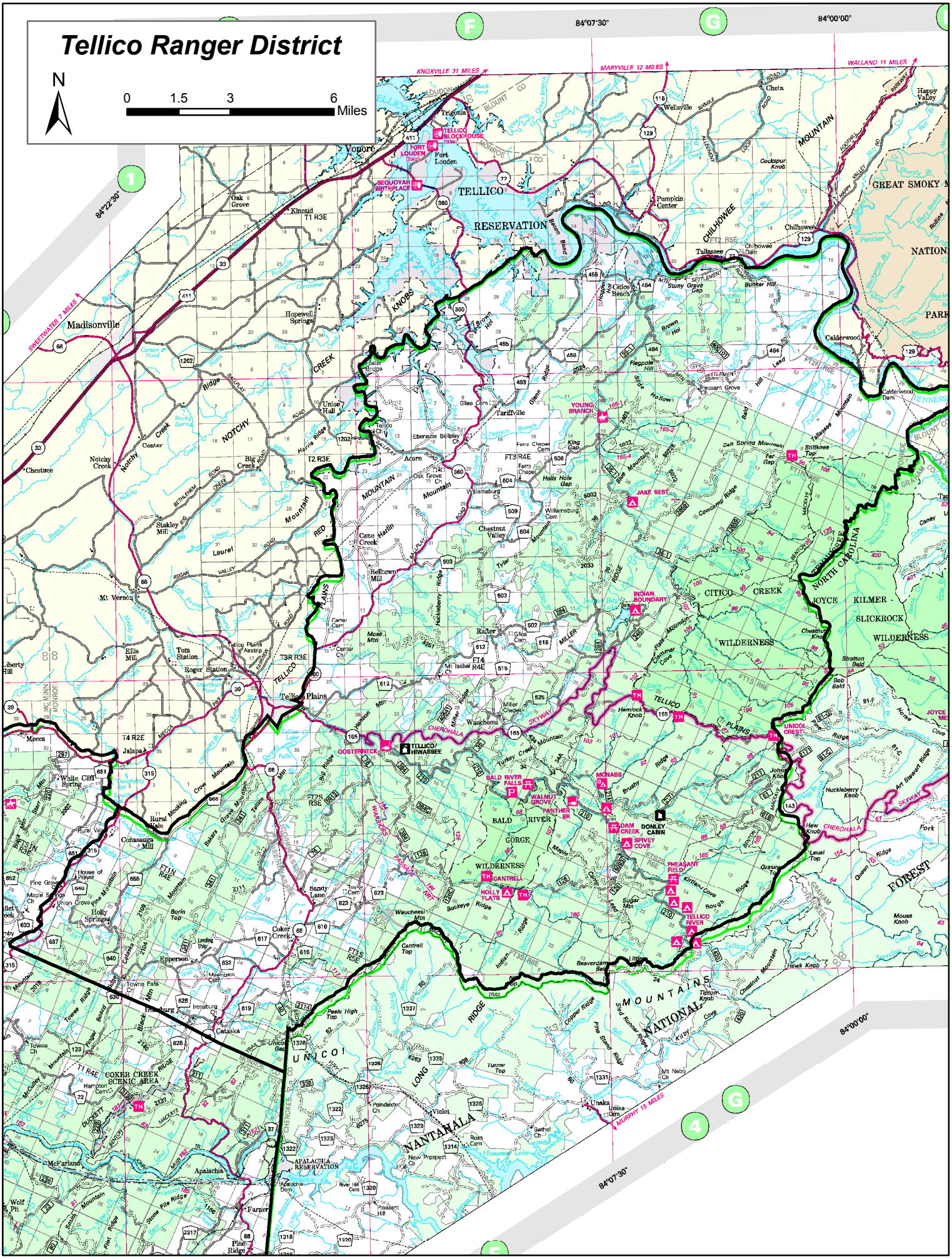
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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.


Tellico Ranger District
N
0 1.5 3 6 Miles
84°07'30"
84°00'00"
84°22'30"
KNOXVILLE 31 MILES
MARYVILLE 12 MILES
WALLAND 11 MILES
SWEETWATER 7 MILES
MURPHY 15 MILES
TELLICO BLOCKHOUSE
FORT LOUDEN
SEQUOYAH BIRTHPLACE
TELLICO RESERVATION
Vonore
Madisonville
Tellico Plains
Tellico Ranger District
GREAT SMOKY MOUNTAINS NATIONAL PARK
NORTH CAROLINA
CITICO CREEK WILDERNESS
JOYCE KILMER - SLICKROCK WILDERNESS
BALD RIVER GORGE WILDERNESS
UNICOI MOUNTAINS
NANTAHALA FOREST
COKER CREEK SCENIC AREA
APALACHIA RESERVATION
YOUNG BRANCH
JAKE BEST
INDIAN BOUNDARY
TELLICO/HIWASSEE
OOSTERNECK
BALD RIVER FALLS
WALNUT GROVE
PANTHER BR
MCNABB
DAM CREEK
DONLEY CABIN
SPIVEY COVE
PHEASANT FIELD
TELLICO RIVER
HOLLY FLATS
CANTRELL
UNICOI CREST
CHEROHALA
SKYWAY

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

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

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

Contract line item(s): 1
- NAICS Code: 561730
- Size Standard: 7.0 million dollars average annual receipts for the preceding three fiscal years.

52.204-8 Annual Representations and Certifications. (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.

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

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and 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.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by

reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)
52.237-1 Site Visit. (APR 1984)

The government is not anticipating a need for a site visit. If you have questions please contact Jane Adler, Purchasing Agent, at 423-476-9713 for additional information about this solicitation or for questions pertaining to the nature of the work required contact Rusty Humbert, Contracting Officer Representative, at (423) 253-8410.

52.216-1 Type of Contract. (APR 1984)

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

SECTION M - EVALUATION FACTORS FOR AWARD

AWARD DETERMINATION

Award will be made to the offeror providing the best value to the Government, price and other factors considered. Award may not necessarily be made to the offeror submitting the lowest price. Other factors include experience and past performance. Evaluation factors other than price, when combined, are approximately equal to price in the award decision.

EVALUATION FACTORS

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

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

1. Past Performance:
   A. State your experience with mowing wildlife areas or related activities, for the period not to exceed the last five years, with dates and locations of those experiences.
   B. State your prior work experience in the general type of work to be performed, for the period not to exceed the last five years, with dates and locations of those experiences.

2. Provide references from those who know the quality of your work. References should include:
   A. Name
   B. Organization
   C. Title
   D. Phone Number

3. Organization:
   A. Equipment (be specific) to be utilized.
   B. Experience of Key Person/Superintendent for the project in this specific type work.
   C. Employees who will work on this project and their average number of years' experience.