

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 2
1. REQUEST NO. AG-4756-S-12-0003	2. DATE ISSUED 11/08/2011	3. REQUISITION/PURCHASE REQUEST NO. 561697	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) 12/31/2012		
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		
TELEPHONE NUMBER AREA CODE 423 NUMBER 476-9706			b. STREET ADDRESS NORTH ZONE ENGINEERING 4400 UNICOI DRIVE		
8. TO: a. NAME			c. CITY UNICOI		
b. COMPANY			d. STATE TN e. ZIP CODE 37692-0007		
c. STREET ADDRESS			f. ZIP CODE		
d. CITY			e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 12/01/2011 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	Roadside Brushing, As-Needed, North Zone Engineering, Cherokee National Forest (see Schedule of Items, pg. 1). Taxpayer ID #: _____ DUNS #: _____ CCR Registration Complete? _____ yes _____ no ORCA Registration Complete? _____ yes _____ no Provide roadside brushing as needed for northend of the Cherokee National Forest Continued ...				

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					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AG-4756-S-12-0003

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 12/31/2012				

PART I – THE SCHEDULE
Section B - Supplies or Services/Prices

BID ITEM 1: The contractor shall furnish all equipment, operating fuels, lubricants, labor, transportation, supervision and other incidentals necessary to perform roadside brushing, including road clearing and tree felling on an as-needed, requirements basis on lands of the Cherokee National Forest in Carter, Cocke, Greene, Johnson, Sullivan, Unicoi and Washington Counties, Tennessee in accordance with the specifications, terms and conditions as contained herein. **Quantities are estimated.** Items of work shall be as follows:

Contract Period is Dec 15, 2010 – Dec 15, 2011

	Estimated Quantity	Unit	Unit Price	Total Price
A) Roadside Brushing	10	Mile	\$	\$
B) Removal of Specified Hazard Trees.	20	Each	\$	\$
Total, Bid Item 1A & 1B:				\$

Note: A written narrative stating your references and work experience must be submitted with your quote. See Section M on page 28.

Your complete quote package shall include:

1. Completed SF-18, cover sheet (fill in blocks 13, 14, 15, and 16)
2. Completed Schedule of Items with pricing entered
3. Written narrative for your work experience, pg. 27.

You must be registered in the Central Contractor database (CCR) and the Online Representations and Certifications (ORCA) to receive award of contract. You do not need to be registered to submit a quotation. Successful contractor will have 5 days to complete registrations once notified of award.

SECTION C - Description/Specifications/Statement of Work

DIVISION 100 - GENERAL REQUIREMENTS

110 - Scope of Contract.

The contractor shall furnish all equipment, operating fuel, lubricants, transportation, and other items and incidentals necessary to perform roadside brushing, road clearing, and tree felling as indicated on the Schedule of Items on an "As Needed", requirements basis, in accordance with the specifications, terms and conditions as contained herein.

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

120 - Placement of Orders

Delivery orders may be placed throughout the contract year. Delivery orders shall be placed in writing and authorized by Cherokee National Forest Contracting Officer or Purchasing Agent. The standard Delivery Order form shall be used to place orders. Each delivery order will specify the roads to be serviced and contract time for performance in accordance with this contract.

Contractor shall begin work within three (3) calendar days from receipt and acknowledgement of order. The Government reserves the right to increase or decrease the number of miles to be brushed.

130 - Project Location

Work sites will be within the administrative boundaries of the north end of the Cherokee National Forest, Nolichucky/Unaka and Watauga Ranger Districts, located in Johnson, Carter, Unicoi, Sullivan, Washington, Greene, and Cocke Counties, Tennessee. Specific work site(s) will be as indicated on each delivery order as issued.

140 - Schedule of Work

The Contractor must notify the COR at least 24 hours in advance of commencement of work on each order so work may be inspected for contract compliance.

DIVISION 200 - TECHNICAL SPECIFICATIONS

210 - Equipment Specifications

All equipment proposed to be used for performance of the work shall be of the size and type and shall be maintained in such condition necessary to achieve the desired results.

220 – Maintenance Requirements

Branches of remaining trees or shrubs shall be trimmed to give a clear height of 12 feet above the road unless otherwise directed by the CO.

All items include trimming around signs and guardrails. This shall be accomplished by using chainsaws and/or string trimmers or other types of hand-tools.

All vegetation shall be cut to within 3 inches of the ground or to the mower height whichever is less.

All cut material shall be removed from ditches and pipe inlets and outlets.

No material shall be removed from Government land.

Work on each road shall be completed and approved by the CO prior to starting work on the next road, unless otherwise directed by the CO.

Measurement for each payment shall be made to the nearest tenth of a mile using an odometer calibrated over a measured mile. The measurement shall be made along the centerline of the road and shall include work completed on both sides of the road, e.g. mowing or brushing both sides of a 1-mile section road; contractor shall be paid for 1 mile.

Mowing, 7' wide.

This work consists of cutting all vegetation 3 inches in diameter and less for distance of 7 feet from the edge of roadbed or from the bottom of the ditch on both sides of the road, unless directed otherwise by the CO.

Brushing, 14' wide.

This work consists of cutting all vegetation 4 inches in diameter and less for a distance of 14 feet from the edge of roadbed or from the bottom of the ditch on both sides of the road, unless directed otherwise by the CO.

This work requires an articulated boom.

Hazard Tree Removal

This work will consist of felling hazard trees identified by the COR or Inspector along the roads being brushed or mowed. (Hazard Trees are dead or dying trees that are a threat to fall in the roads at some time in the future).

DIVISION 300 - INSPECTION AND ACCEPTANCE

310 - Inspection

Performance shall be inspected by the COR or his designated inspector as the work progresses.

320 - Acceptance

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

DIVISION 400 – PAYMENT

410 - Payment

Payment shall be made in accordance with Clause 52.232-1, Payments, for miles actually ordered, completed and accepted.

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

52.242-15 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.

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from will be specified on each task order based on five (5) calendar days for each ten (10) miles ordered. Any fraction of a calendar day will be rounded up to a full day.

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

The effective period of this contract is from December 15, 2011 through December 15, 2012.

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 15 days after the date of contract award. The conference will be held at:

Watauga Range District Office, 4400 Unicoi Drive, Unicoi, TN 37692.

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 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.

SECTION I - Contract Clauses

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

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.

52.209-6 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)****52.216-18 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 December 15, 2011 through December 14, 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 \$25,000.00;
 - (2) Any order for a combination of items in excess of \$25,000.00; or
 - (3) A series of orders from the same ordering office within 2days 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 2days 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 the final task order issued under the contract..

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 from contract performance end date.

52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)**52.222-3 Convict Labor. (JUN 2003)****52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)****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)****52.222-42 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	\$14.74

Paid Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Paid Vacation: 2 hours annual leave each week with less than 3 years of service. 3 hours annual leave each week with 3 but less than 15 years of service. 4 hours annual leave with 15 or more years of service.

Health and Insurance: 5.1% of hourly rate.

Retirement: 7% of hourly rate.

52.222-50 Combating Trafficking in Persons. (FEB 2009)**52.223-6 Drug-Free Workplace. (MAY 2001)****52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)****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. (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)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the

Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

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

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

(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 non-developmental 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 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 (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$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) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 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.

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

(ix) 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.

52.246-20 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)****52.253-1 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 NOT assume liability for any loss, damage or destruction of such equipment, not to exceed a total of \$[0.00] 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.

452.237-75 Restrictions Against Disclosure. (FEB 1988)

SECTION J - List of Documents, Exhibits and Other Attachments

SCA Wage Determination No. 2005-2499, Revision 12: 10 pages

Unaka District Map: 1 page

Watauga District Map: 1 page

WD 05-2499 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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

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

Diane C. Koplewski Division of |
 Director Wage Determinations|

Wage Determination No.: 2005-2499
 Revision No.: 12
 Date Of Revision: 06/13/2011

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 Mechanic	16.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.68
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 Surface Programs	(see 2)	23.79
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: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 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.

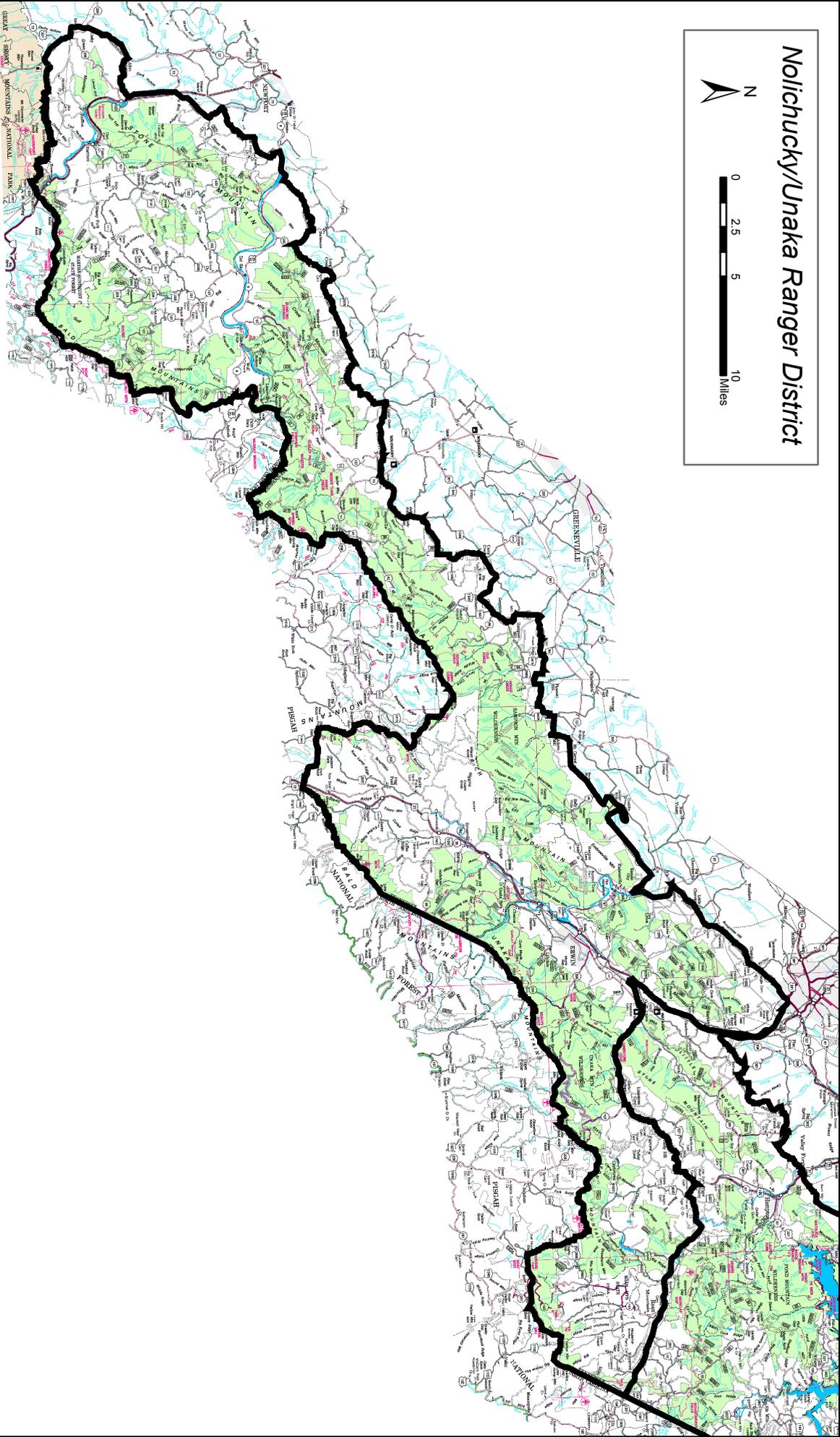
The process for preparing a conformance request is as follows:

- 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.

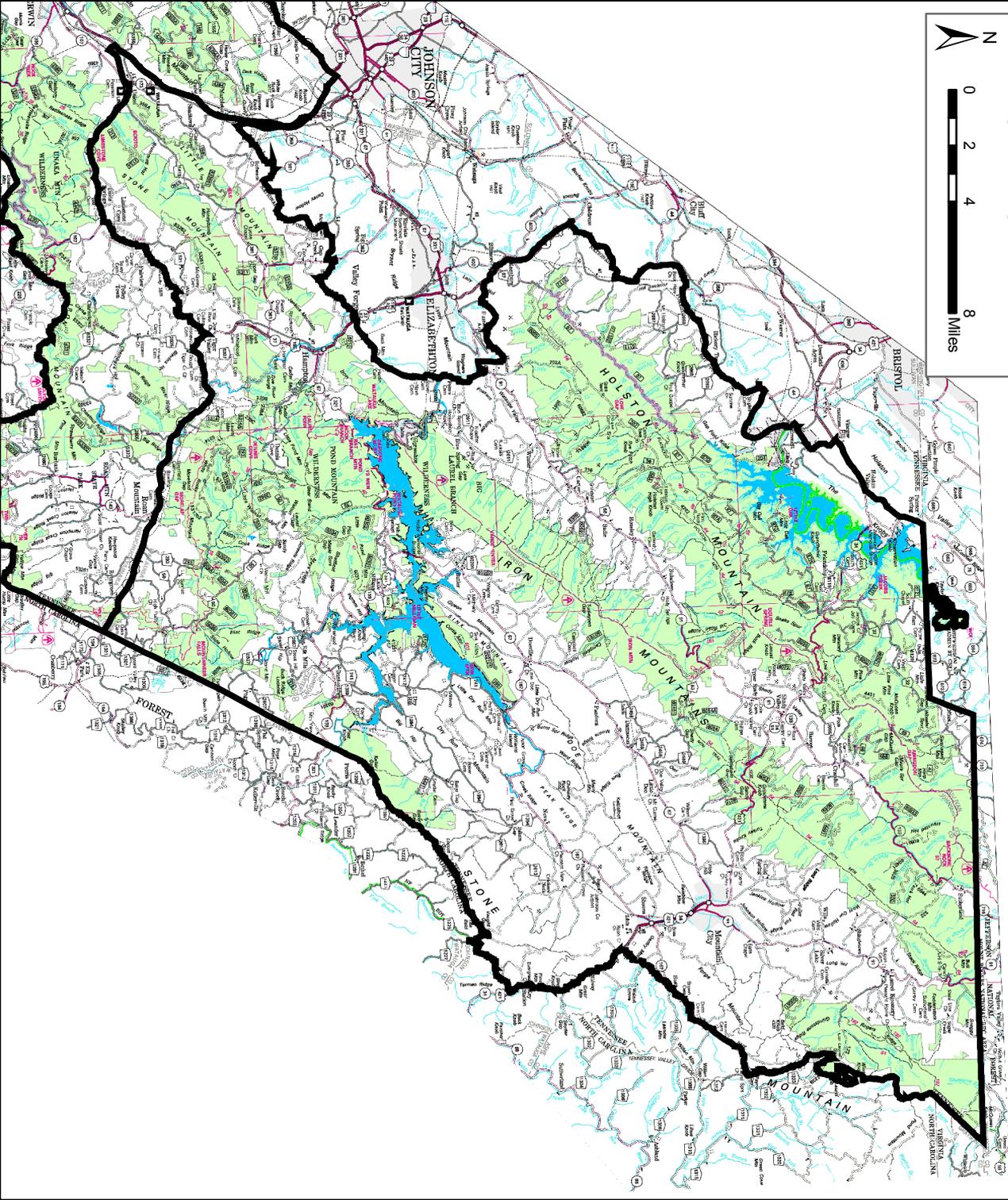
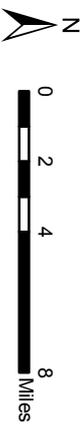
Information required by the Regulations must be submitted on SF 1444 or bond paper.

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.

Noichucky/Unaka Ranger District



Matauga Ranger District



SECTION K - Representations, Certifications, and Other Statements of Bidders

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115310.

(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.

(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 Bidders

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

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a firm fixed price 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)

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 may not necessarily be made to the offeror submitting the lowest quote. Evaluation factors other than cost or price, when combined, are approximately equal to cost or price in the award decision.

EVALUATION FACTORS

NOTE: Please provide your responses to these questions on a separate sheet (or sheets) of paper, and submit along with your completed SF-18 form and Schedule of Items.

I. TECHNICAL

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

1. Past Performance:

State your firm's experience with the specific work activities shown on the Schedule of Items (roadside brushing and tree removal). List experience with USDA Forest Service, other Federal agencies, any State experience, and work performed for private entities for the last three years. Provide dates of performance, location of work, and references with telephone number.

State your firm's experience in similar work (for example, mowing or road clearing) for the last three years. Provide dates of performance, location of work, and references with contact information.

Have you ever been Terminated for Default? If so, provide the dates and circumstances.

2. Organization:

- A. State your Methodology/Approach to performance of this project. How will you do the work?
- B. List the tools/equipment to be utilized (make and model).
- C. State experience of Superintendent/Equipment Operator for the project in THIS SPECIFIC TYPE OF WORK.
- D. List employees who will perform this work and their experience.
- E. List projects you are working on currently or have committed to working on during the period of performance of this contract.

II. COST/PRICE