

**Solicitation/Contract Form**

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

**Bid Item 1:** Road Grading on an “as needed”, requirements basis on the North End of the Cherokee National Forest, including Cocke, Greene, Unicoi, Washington, Carter, Johnson and Sullivan Counties, Tennessee, during spring, summer and fall seasons.

<b>Pay Item No.</b>	<b>Pay item</b>	<b>Pay Unit</b>	<b>MM*</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
A	Road Grading (Roadbed)	Mile	AQ	40		
B	Road Grading (Ditching)	Mile	AQ	20		

**TOTAL, ITEM 1A AND 1B: \$** \_\_\_\_\_

A requirements contract will result from this solicitation. No minimum amount of work or type of work is guaranteed. Contractor will be paid at price quoted for actual miles worked. A “Mile” is a mile of Forest Service road graded regardless of the number of passes required.

Contractor must be registered in CCR and ORCA prior to award of contract. Contractor shall have 5 business days from date of notification of selection for award to complete registrations. If registration is not completed, contractor will be removed from further consideration for award.

**A complete quote package consists of:**

- Completed SF-18, cover sheet
- Completed Schedule of Items, Section B
- Completed Section K, Representations and Certifications
- A written resume that addresses Evaluation Factors A and B, Section M

**NOTE: Faxed quotes will not be accepted. Emailed quotes will not be accepted. Hardcopy quotes must be delivered to the address shown on the front of the Request for Quotation in Block 5a by 4:00 p.m. EST December 15, 2011.**

## **SECTION C - Description/Specifications**

### **DIVISION 100 – GENERAL SCOPE OF WORK**

#### **110 - SCOPE OF CONTRACT**

Contractor shall furnish all operating fuel, lubricants, labor, transportation, supervision, and other incidentals necessary to perform road grading as indicated on the Schedule of Items on an “As-Needed”, requirements basis in accordance with the specifications, terms and conditions as contained herein. Actual miles to be graded will be based on prices submitted and funds available at times of need.

This is a requirements contract in which estimated quantities are shown on the SF-18, Request for Quotation. These quantities are not a representation that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal. The estimates were obtained from records of previous requirements and consumption, projected need from work plans, or by other means, and are based on the most current information available.

Road grading measurement shall be made to the nearest tenth (0.1) of a mile using an odometer calibrated over a measured mile. For ditches, measurement shall be made for each side of the road. Lead-off ditches shall be measured from the road ditch line to the end of the ditch and converted into miles. The total length of lead-off ditches cleaned and reshaped shall be measured prior to conversion and rounding off to the nearest tenth of a mile.

Work is performed on remote Forest Service roads in rural locations. Cell phone coverage may not be available; closest supply sources may be a 2-hour drive or more from work site. Successful contractor must demonstrate proven ability to successfully perform this type of work under similar conditions.

#### **120 – PLACEMENT OF ORDERS**

The Ordering Office is Cherokee National Forest, 2800 N. Ocoee Street, Cleveland, Tennessee 37312. No oral or telecommunicated orders will be allowed under this contract. The following are authorized to place orders under this contract:

- (1) Cherokee National Forest Contracting Officer
- (2) Cherokee National Forest Purchasing Agent

Task orders will be issued in writing on an acceptable form and are valid if signed by one of the individuals listed above. Each task order will specify the roads to be serviced, services to be provided, the order in which performance is required and contract time for performance in accordance with this contract.

Contractor shall begin work within ten (10) calendar days from receipt and acknowledgement of order.

#### **130 – PROJECT LOCATION**

Work sites will be within the administrative boundaries of the Cherokee National Forest on the Unaka and Watauga Ranger Districts. Specific work site(s) will be as indicated on each delivery order as issued. **The Unaka District** is comprised of Cocke, Greene, Unicoi, and Washington Counties, Tennessee. **The Watauga District** is comprised of Sullivan, Johnson, and Carter Counties, Tennessee.

## **DIVISION 200 – TECHNICAL SPECIFICATIONS**

### **210 – MOBILIZATION ALLOWANCE**

There is no separate pay item for mobilization. Mobilization cost shall be included in bid price.

### **220 – EQUIPMENT SPECIFICATIONS**

#### Road Grader

Grading equipment furnished shall have a minimum weight of 20,000 lbs and a minimum SAE horsepower of 85. The equipment shall be equipped with power functions, a scarifier and a fire extinguisher. A Rollover Protective Structure (ROPS) is required by Occupational Safety and Health Act (OSHA) if equipment was manufactured on or after July 1, 1969. Equipment shall be provided with a Forest Service approved spark arrester.

### **240 – REQUIREMENTS**

#### **A. Public Safety and Traffic Control**

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

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

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

#### **B. Technical Requirements**

**(1A) Road Grading** - Blading operations shall be conducted as required to remove, by scarifying and cutting out, ruts, potholes, corrugations, and berms (**Min. 2 Passes**). All suitable dislodged aggregate shall be smoothly redistributed over the entire roadbed to produce proper cross slope or crown of 3/4 inch per foot. Scarifying teeth shall not be spaced greater than 11”.

All suitable aggregate which has been worked onto the roadbed edge by traffic or maintenance activities shall be reclaimed onto the roadbed. All suitably sized material disturbed within the roadbed or removed from ditches shall be smoothly spread within the roadbed after movement sufficient to sift out surface aggregate. Assure proper surface drainage following this operation. No undercutting of roadbed edge nor material berms will be allowed. No material shall be deposited in ditches.

All oversized and objectionable material shall be removed from the roadbed surface after the blading operation is complete. This waste material includes all loose rocks four (4) inches or larger in the greatest dimension above the graded surface, limbs and woody material larger than 1 ½ inches in diameter and 18 inches long, and sod or clumps of debris larger than 6 inches.

Rock and debris shall be wasted beyond the edge of the roadbed (see Exhibits). No material shall be deposited in ditches, streams or in such places as to interfere with the road drainage.

Total roadbed width, including turnout, turnarounds, and parking lots shall be bladed as existing unless otherwise directed by the C.O.R. or his designated representative.

Dips, swales, and waterbars shall be maintained if necessary. If the dip is functioning as designed, no work will be required.

**Waste material removed, including leaves, shall not be deposited in piles either on the roadbed or the cutslope, but shall be spread out where it will not re-enter the culvert, catch basin, or inlet/outlet ditches. If the material is suitable and is deposited on the roadbed, it shall be spread out smoothly within the roadbed. Placing waste material on steep or high cutslopes will not be permitted.**

Any culverts that are found to be damaged or in non-functional condition shall be reported to the COR.

All culverts shall be cleaned by removing all silt, muck, rock, and debris from culvert interior (**3 feet each end**), inlet catch basin, and inlet and outlet ditches shall also be cleaned and free from debris.

No work shall be done in the following areas on weekends (Fri.- Sun) and 1 week prior to or after major summer holidays.

1. Hickory Tree Road # 251
2. Flatwoods Road # 87, (Hickory Tree to Three Rocks).
3. Jacobs Cr. Rec. Complex # 337 – 337C
4. Old Forge/Jennings Cr. #331

**(1B) CLEAN AND RESHAPE DITCHES** - The ditches to be maintained in their original location to the shape and grade required to insure drainage of the road. Drainage structures and road features shall not be damaged during this operation. Handwork required to properly connect ditch flow lines to drainage structure inlets is considered a part of this work.

Drainage structures and road features damaged during the maintenance operation shall be repaired or replaced at the expense of the Contractor.

When ditch bottoms are soft or if there is standing water present, avoid running the grader tire in the ditch. Reshape the ditch using the extended blade.

All suitable material excavated through this activity shall be reclaimed and used within the roadbed. Following this work the surface shall be bladed.

Excessive or unsuitable materials reclaimed onto the roadbed from ditches and culvert inlets shall be evenly spread on the roadway or wasted along the roads. No material shall be allowed to fall into a flowing stream.

No work shall be done in the following areas on weekends (Fri.- Sun) and 1 week prior to or after major summer holidays. **(See List in 1A Road grading requirements)**

#### Tail and Lead Off Ditches

Ditches shall be opened to provide drainage away from the roadway. No material excavated from these structures shall be reclaimed onto the roadbed. This work is incidental to 1B.

## **DIVISION 300 – INSPECTION AND ACCEPTANCE**

### **310 – INSPECTION**

The contractor's proposed equipment shall be made available to the Contracting Officer's Representative for inspection prior to award of this contract.

### **320 – ACCEPTANCE**

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

## **DIVISION 400 - MEASUREMENT AND PAYMENT**

### **410 – MEASUREMENT**

For all surface blading, and cleaning and reshaping ditches, measurement shall be made to the nearest tenth (0.10) of a mile by the COR using a vehicle odometer. Contractor will be paid at price quoted for actual miles worked or tasks performed per task order. A "Mile" is a mile of Forest Service road graded regardless of the number of passes required.

For ditches, measurement shall be made for each side of the road. Lead off ditches shall be measured

from the road ditchline to the end of the ditch and converted into miles. The total length of lead off ditches cleaned and reshaped shall be measured prior to conversion and rounding off to the nearest tenth of a mile.

#### **420 – PAYMENT**

Payment shall be made in accordance with Clause 52.232-1, Payments, at the established unit prices for work based on units ordered, actual number of units completed by the contractor and accepted by the Government.

### **SECTION D - Packaging and Marking**

(For this solicitation, there are no clauses in this section)

## **SECTION E - Inspection and Acceptance**

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

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

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

## **SECTION F - Deliveries or Performance**

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

The Contractor shall be required to (a) commence work under this contract within ten (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 time established for each Task Order. Receipt of Task Order will be considered as your Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

Contract Time: Each task order will specify a period of performance based on the following schedule:

Sub Item	Contract Time
A. Surface Blading	1 calendar day / 4 miles ordered
B. Clean and Reshape Ditches	1 calendar day / 2 miles ordered
C. Culvert Cleaning	1 calendar day 3 pipes cleaned

Receipt of task order shall be considered your Notice to Proceed. Completion of the task order is required within the contract time specified above for the number of miles ordered computed from the date of order, plus 10 days.

**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 date of award for one calendar year.

**SECTION G - Contract Administration Data**

**452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: Watauga Ranger District Office, 4400 Unicoi Drive, Unicoi, TN 37692.

## **SECTION H - Special Contract Requirements**

### **452.236-77 Emergency Response. (NOV 1996)**

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government

for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

#### **452.237-74 Key Personnel. (FEB 1988)**

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

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

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

## **PART II – CONTRACT CLAUSES**

### **SECTION I – Contract Clauses**

#### **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/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

- 52.202-1 Definitions. (JUL 2004)
- 52.203-3 Gratuities. (APR 1984)
- 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)
- 52.209-6 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)
- 52.219-3 Notice of Total HUBZone Set-Aside or Sole-Source Award. (JAN 2011)
- 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)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.225-1 Buy American Act - Supplies. (FEB 2009)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)
- 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)
- 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate II (APR 1984)
- 52.245-1 Government Property. (AUG 2010)
- 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)
- 452.237-75 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 for one year from date of contract award.**

(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 \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$50,000;
- (2) Any order for a combination of items in excess of \$50,000; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-21 Requirements. (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this

contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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

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

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

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

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

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

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

#### **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**

Equipment Operator GS-5	\$15/hour
Laborer GS-2	\$10.95/hour

Paid Holidays: 1. New Year`s Day, 2. MLK Birthday 3. Washington`s Birthday, 4. Memorial Day, 5. Independence Day, 6. Labor Day, 7. Columbus Day, 7. 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

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

(a) Definitions. As used in this clause -

"Driving" - (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to -

(1) Adopt and enforce policies that ban text messaging while driving -

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as -

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

#### **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.

#### **52.244-6 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.

**452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)**

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of \$0.00[*Government assumes no liability*] 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.

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION J - List of Documents, Exhibits and Other Attachments**

1. Wage Determination No. 2005-2499, Revision 12 – 10 pages
2. Map, Watauga Ranger District – 1 page
3. Map, Unaka Ranger District – 1 page
4. Exhibit A: Typical Road Cross Section – 1 page
5. Exhibit B: Typical Culvert Section – 1 page

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

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2499
Director	Wage Determinations		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 (see 2)	23.79
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.65
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.07
31030 - Bus Driver	12.81
31043 - Driver Courier	13.60
31260 - Parking and Lot Attendant	10.09
31290 - Shuttle Bus Driver	13.60
31310 - Taxi Driver	12.18
<b>31361 - Truckdriver, Light</b>	<b>13.60</b>
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

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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 link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

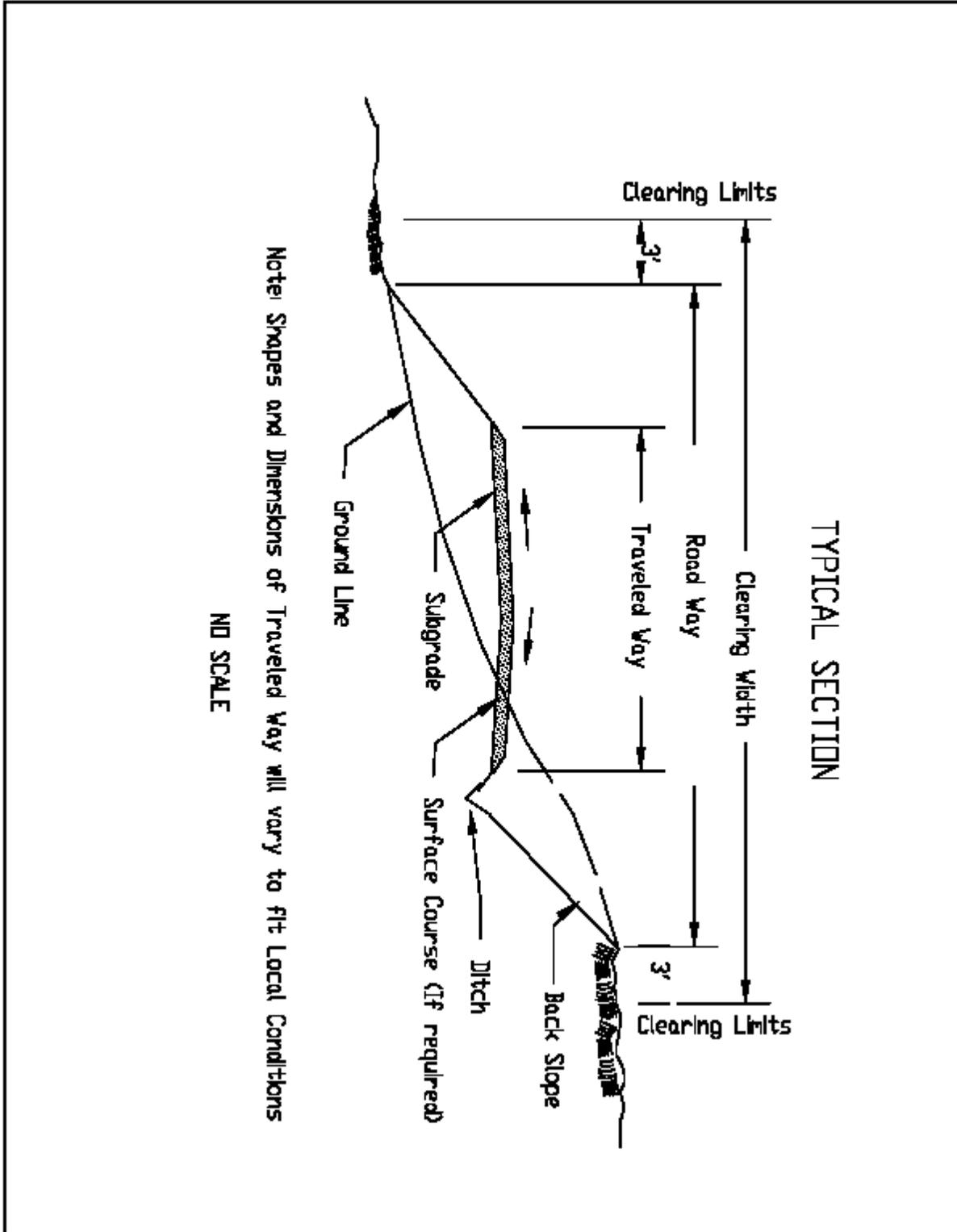
- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

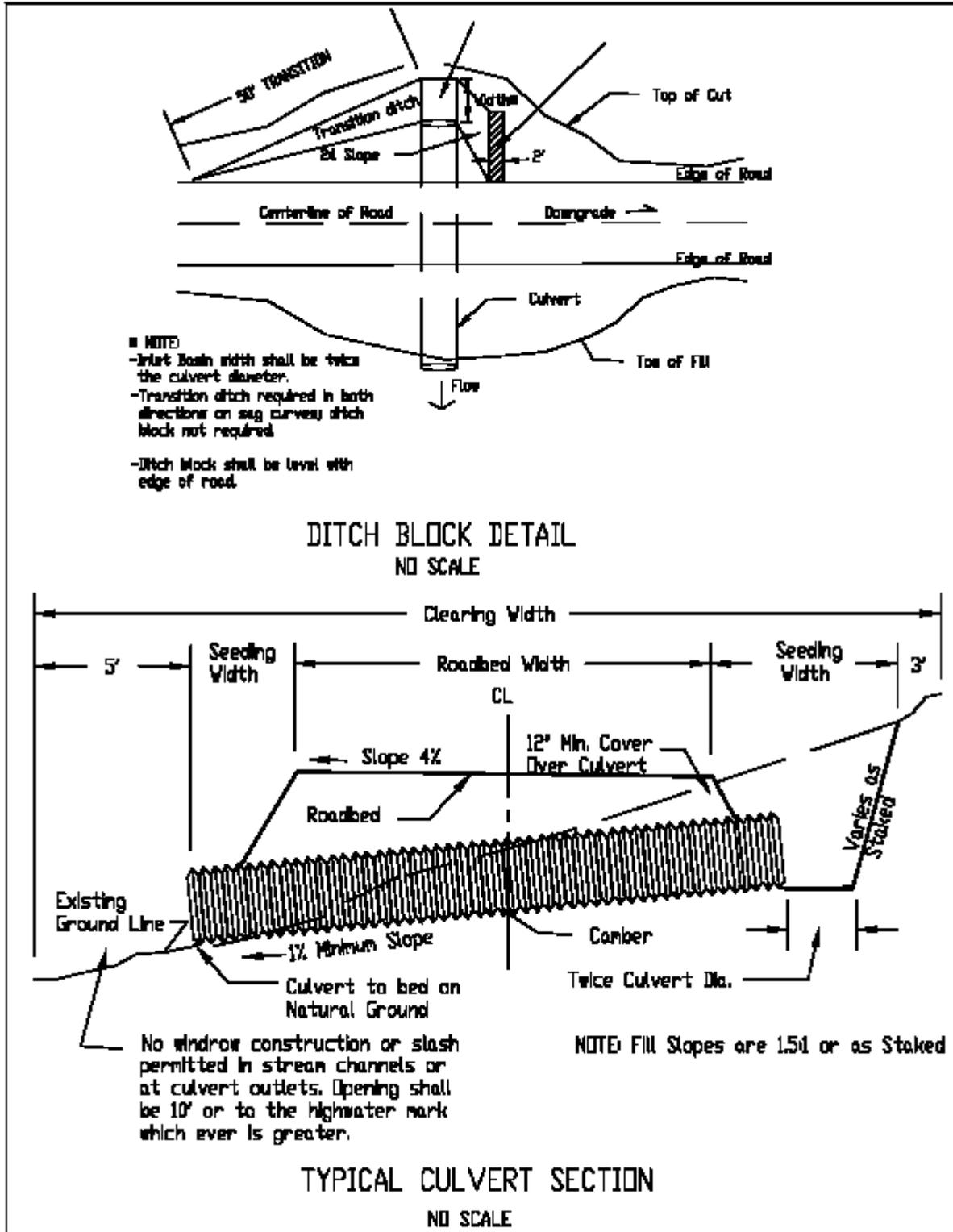
information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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





**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**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 237310.
  - (2) The small business size standard is \$33.5 million dollars average annual receipts for the preceding three fiscal years.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the 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
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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.

**52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)**

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

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

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in

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

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

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

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

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

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

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

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

**SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents****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 requirements** contract resulting from this solicitation.

**52.233-2 Service of Protest. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Nina B. Barrow, Contracting Officer, 2800 North Ocoee Street, Cleveland TN 37312

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.237-1 Site Visit. (APR 1984)****452.237-71 Pre-Bid/Pre-Proposal Conference. (FEB 1988)**

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

**For solicitation questions contact Nina Barrow, Contracting Officer at (423) 476-9706; or for questions pertaining to the nature of the work required contact Gary Watson, Contracting Officer Representative, at (423) 735-1562.**

## SECTION M - Evaluation Factors for Award

### AWARD DETERMINATION

The Government reserves the right to award to the offerors providing the best value to the Government. Award may not necessarily be made to the offeror(s) submitting the lowest quote.

Award will be made to the offeror or offerors (1) whose proposals are technically acceptable and (2) whose technical/cost relationships are the most advantageous to the Government. Evaluation factors other than cost or price, when combined, are approximately equal to cost or price in the award decision.

### EVALUATION FACTORS

In selecting contractors for this project, the following factors will be considered in addition to price:

- A. Past performance and experience with similar projects. Submit reference information with your proposal. Provide the following information for relevant contracts recently performed:
  - a. Awarding agency/owner, name and phone number of Contracting Officer and Project Engineer,
  - b. Contract number,
  - c. Contract amount,
  - d. Dates of performance,
  - e. Brief description of the work involved.
  
- B. Availability of appropriate equipment and personnel will also be considered. Submit the following information:
  - a. List of equipment that will be used on the project including make, model and year for each type of equipment
  - b. Experience of employees that will be assigned to the project.
  
- C. Cost/Price

A and B are considered equal in importance for the technical evaluation.

**NOTE:** Faxed quotes will not be accepted. Emailed quotes will not be accepted. Hardcopy quotes must be delivered to the address shown on the front of the Request for Quotation in Block 5a by close of business December 15, 2011.