

Anderson County Government

Request for Proposals

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

kajmeri@andersoncountyttn.gov

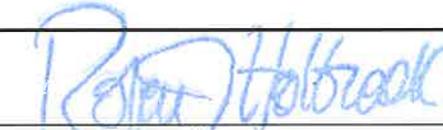
RFP No.: 2124

Date Issued: April 22, 2021

**Bids will be received until
2:30 p.m. Eastern Time on May 6, 2021**

Sealed bids are subject to the **General Terms and Conditions** of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION

RFP for Auditorium Seating. Bidders are to submit one original and three copies.
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Bidders should note that the Time Clock in the Purchasing runs 5 minutes fast. Proposals must be received by the deadline as recorded by the date stamp on this Time Clock.

Questions are to be emailed to kajmeri@andersoncountyttn.gov

RFP #2124 – Auditorium Seating for Anderson County High School

Scope of Work

Anderson County School System is seeking bids for the purchase and installation of auditorium seats at Anderson County High School. Specifications for the purchase and installation are as follows.

- Project and associated contracts/agreements/documents to comply with **Davis Bacon Act**.
- Extol fixed auditorium seating or equivalent.
- Proposed seating layout to include approximately 496 seats (Architectural diagram of space attached as Exhibit 1.)
- Awarded vendor must demo of existing seating and grinding down of existing anchor hardware. Concrete patching and repairs not included.

Potential bidders may visit the site by making an appointment. Valid state ID and mask are required to enter the building.

Contact for scheduling: **Jeni Irwin** at jirwin@acs.ac

All questions about this RFP must be emailed to kajimeri@andersoncountyttn.gov

Proposal Requirements

Proposals must be submitted in the format listed in this section. Responses shall be prepared simply and economically and provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP. The evaluation points assigned to each section are indicated in parentheses.

Tab 1 – Proposed Solution (30 points)

Vendor shall detail a proposed solution to illustrate understanding of project requirements listed in the Scope of Work. Responses are to describe the vendor's proposed project team to oversee and install the seating. Proposals must list the manufacturer and the line of seating, and provide product, maintenance and warranty information. The proposal shall list lead and installation times. Responses must include proposed seating layout diagram.

Tab 2 – Vendor History/Experience (20 points)

Proposals must provide the following:

- Number of years vendor has been in operation
- Number of seating projects completed

Tab 3 – Vendor Reference Forms (10 points)

Proposals must also include at least three (3) references for which similar work have been conducted within the past three (3) years. Proposals that do not provide references that endorse and demonstrate the vendor's qualifications will not be considered. The determination of whether a reference support the vendor's qualifications is in the sole discretion of the County.

Tab 4 – Pricing (40 points)

A total not-to-exceed cost must be provided. Pricing information shall include an itemized per seat cost or cost per smallest unit of grouped seating available. Proposals are to include itemized pricing for all optional finishes/upgrades/accessories available with the product line.

Tab 5 – Additional Required Forms (pass/fail)

- Attachment 1, Non-Collusion Affidavit
- Attachment 2, Diversity Business Information Sheet (If applicable)
- Attachment 3, Vendor Information Sheet
- Attachment 4, Certificate of Liability Form
- Attachment 5, Background Check Compliance Form

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I am (Title) _____ of (Name of My Firm) _____ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Representative's Signature

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

- "MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black (a person having origins in any of the black racial groups of Africa);
 - o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
 - o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

(____) Corporation (____) Partnership (____) Limited Liability (____) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ____ No ____

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native ____%
- African American ____%
- Hispanic ____%
- Asian/Pacific Islander ____%
- Other ____% _____ (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

Attachment 3
BID NUMBER: 2124 – Auditorium Seating

SECTION 1 - BID INFORMATION

Acknowledgment of Addenda:
(Write "Yes" if received)

Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Vendor Name _____

Vendor Address _____

City _____

State _____

Zip _____

Telephone Number _____

Contact Person *(Please Print)* _____

E-Mail Address _____

Taxpayer Identification Number, Social Security or
Employer Identification Number:

State of Tennessee Business License Number:
License # _____

I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.

Authorizing Signature:

(Please sign original in blue ink)

**Attachment 4
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. **Workers Compensation** Statutory limits
Employers Liability 100,000/100,000/500,000

2. **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability

3. **Business Auto**
 - Include Garage Liability
 - Include Garage Keepers Liability
 - Copy of Valid Driver's License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

BACKGROUND CHECK COMPLIANCE FORM**ANDERSON COUNTY GOVERNMENT**

PURCHASING DEPARTMENT
 100 N. MAIN STREET, ROOM 214 or 218
 CLINTON, TN 37716
 (865) 457-6251
 (865) 457-6252 (Fax)

BID NUMBER**CONTRACT NUMBER**

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Contact the Anderson County School's Human Resources Department at (865) 463-2800 ext. 2811 for fingerprint instructions.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Anderson County Government. I hereby agree to release all criminal history and other required information to Anderson County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code annotated Section §§ 49-5-401 et seq.

Signature _____ **Title** _____

Printed Name: _____ **Date** _____

(Please Print Clearly)

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716

Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone
(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 BIDDER'S MINIMUM QUALIFICATIONS: Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

1.15 DEBARMENT: By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

1.16 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.17 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.19 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.20 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.21 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.22 COMPETITION INTENDED: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.23 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.24 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.25 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.26 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.27 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.28 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.29 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.30 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.31 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.32 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.33 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.34 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.35 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.36 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.37 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.38 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.39 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.40 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.41 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

01300 - Scheduler Maintenance	16.72
01311 - Secretary I	16.72
01312 - Secretary II	18.71
01313 - Secretary III	20.86
01320 - Service Order Dispatcher	17.05
01410 - Supply Technician	25.30
01420 - Survey Worker	17.19
01460 - Switchboard Operator/Receptionist	13.53
01531 - Travel Clerk I	17.28
01532 - Travel Clerk II	18.39
01533 - Travel Clerk III	19.81
01611 - Word Processor I	14.90
01612 - Word Processor II	16.72
01613 - Word Processor III	18.71
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.72
05010 - Automotive Electrician	16.76
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.11
05130 - Motor Equipment Metal Mechanic	17.66
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	17.66
05220 - Motor Vehicle Mechanic Helper	13.23
05250 - Motor Vehicle Upholstery Worker	14.96
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter Automotive	18.18
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	14.67
05400 - Transmission Repair Specialist	17.66
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	12.48
07042 - Cook II	14.10
07070 - Dishwasher	9.72
07130 - Food Service Worker	10.12
07210 - Meat Cutter	14.66
07260 - Waiter/Waitress	8.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.73
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	17.03
09090 - Furniture Refinisher Helper	13.76
09110 - Furniture Repairer Minor	15.32
09130 - Upholsterer	17.03
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.09
11060 - Elevator Operator	11.25
11090 - Gardener	16.29
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer Grounds Maintenance	12.91
11240 - Maid or Houseman	9.38
11260 - Pruner	11.71
11270 - Tractor Operator	15.27
11330 - Trail Maintenance Worker	12.91
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	17.09
12012 - Certified Occupational Therapist Assistant	29.40
12015 - Certified Physical Therapist Assistant	27.18
12020 - Dental Assistant	18.65
12025 - Dental Hygienist	37.35
12030 - EKG Technician	24.08

12035 - Electroneurodiagnostic Technologist	24.08
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	16.12
12072 - Licensed Practical Nurse II	18.04
12073 - Licensed Practical Nurse III	20.10
12100 - Medical Assistant	15.27
12130 - Medical Laboratory Technician	20.20
12160 - Medical Record Clerk	16.95
12190 - Medical Record Technician	18.97
12195 - Medical Transcriptionist	16.96
12210 - Nuclear Medicine Technologist	32.71
12221 - Nursing Assistant I	11.51
12222 - Nursing Assistant II	12.95
12223 - Nursing Assistant III	14.13
12224 - Nursing Assistant IV	15.86
12235 - Optical Dispenser	19.87
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	16.14
12305 - Radiologic Technologist	23.90
12311 - Registered Nurse I	22.90
12312 - Registered Nurse II	28.02
12313 - Registered Nurse II Specialist	28.02
12314 - Registered Nurse III	33.90
12315 - Registered Nurse III Anesthetist	33.90
12316 - Registered Nurse IV	40.63
12317 - Scheduler (Drug and Alcohol Testing)	21.16
12320 - Substance Abuse Treatment Counselor	18.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.79
13012 - Exhibits Specialist II	23.27
13013 - Exhibits Specialist III	28.46
13041 - Illustrator I	18.79
13042 - Illustrator II	23.27
13043 - Illustrator III	28.46
13047 - Librarian	25.77
13050 - Library Aide/Clerk	13.06
13054 - Library Information Technology Systems Administrator	23.27
13058 - Library Technician	16.46
13061 - Media Specialist I	16.79
13062 - Media Specialist II	18.79
13063 - Media Specialist III	20.94
13071 - Photographer I	15.35
13072 - Photographer II	17.17
13073 - Photographer III	21.27
13074 - Photographer IV	26.03
13075 - Photographer V	31.48
13090 - Technical Order Library Clerk	16.40
13110 - Video Teleconference Technician	23.52
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.79
14042 - Computer Operator II	17.67
14043 - Computer Operator III	19.69
14044 - Computer Operator IV	21.88
14045 - Computer Operator V	24.24
14071 - Computer Programmer I	(see 1) 22.54
14072 - Computer Programmer II	(see 1) 25.40
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.79
14160 - Personal Computer Support Technician	21.88

14170 - System Support Specialist	27.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.18
15020 - Aircrew Training Devices Instructor (Rated)	35.30
15030 - Air Crew Training Devices Instructor (Pilot)	42.28
15050 - Computer Based Training Specialist / Instructor	29.18
15060 - Educational Technologist	30.83
15070 - Flight Instructor (Pilot)	42.28
15080 - Graphic Artist	22.66
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.28
15086 - Maintenance Test Pilot Rotary Wing	42.28
15088 - Non-Maintenance Test/Co-Pilot	42.28
15090 - Technical Instructor	21.69
15095 - Technical Instructor/Course Developer	26.53
15110 - Test Proctor	17.51
15120 - Tutor	17.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.66
16030 - Counter Attendant	10.66
16040 - Dry Cleaner	13.53
16070 - Finisher Flatwork Machine	10.66
16090 - Presser Hand	10.66
16110 - Presser Machine Drycleaning	10.66
16130 - Presser Machine Shirts	10.66
16160 - Presser Machine Wearing Apparel Laundry	10.66
16190 - Sewing Machine Operator	14.48
16220 - Tailor	15.43
16250 - Washer Machine	11.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.01
19040 - Tool And Die Maker	23.90
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.12
21030 - Material Coordinator	24.30
21040 - Material Expediter	24.30
21050 - Material Handling Laborer	13.81
21071 - Order Filler	12.12
21080 - Production Line Worker (Food Processing)	16.12
21110 - Shipping Packer	14.99
21130 - Shipping/Receiving Clerk	14.99
21140 - Store Worker I	13.23
21150 - Stock Clerk	17.91
21210 - Tools And Parts Attendant	16.12
21410 - Warehouse Specialist	16.12
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.58
23019 - Aircraft Logs and Records Technician	22.97
23021 - Aircraft Mechanic I	27.11
23022 - Aircraft Mechanic II	28.58
23023 - Aircraft Mechanic III	30.08
23040 - Aircraft Mechanic Helper	20.30
23050 - Aircraft Painter	25.72
23060 - Aircraft Servicer	22.97
23070 - Aircraft Survival Flight Equipment Technician	25.72
23080 - Aircraft Worker	24.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.11
23110 - Appliance Mechanic	20.15
23120 - Bicycle Repairer	18.56
23125 - Cable Splicer	35.72
23130 - Carpenter Maintenance	18.62
23140 - Carpet Layer	20.98
23160 - Electrician Maintenance	24.84

23181 - Electronics Technician Maintenance I	23.79
23182 - Electronics Technician Maintenance II	25.01
23183 - Electronics Technician Maintenance III	26.36
23260 - Fabric Worker	19.69
23290 - Fire Alarm System Mechanic	23.13
23310 - Fire Extinguisher Repairer	18.57
23311 - Fuel Distribution System Mechanic	25.61
23312 - Fuel Distribution System Operator	20.45
23370 - General Maintenance Worker	17.94
23380 - Ground Support Equipment Mechanic	27.11
23381 - Ground Support Equipment Servicer	22.97
23382 - Ground Support Equipment Worker	24.46
23391 - Gunsmith I	18.57
23392 - Gunsmith II	20.98
23393 - Gunsmith III	23.25
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.94
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.05
23430 - Heavy Equipment Mechanic	23.60
23440 - Heavy Equipment Operator	19.36
23460 - Instrument Mechanic	27.34
23465 - Laboratory/Shelter Mechanic	22.07
23470 - Laborer	13.81
23510 - Locksmith	22.07
23530 - Machinery Maintenance Mechanic	25.67
23550 - Machinist Maintenance	24.16
23580 - Maintenance Trades Helper	14.44
23591 - Metrology Technician I	27.34
23592 - Metrology Technician II	28.82
23593 - Metrology Technician III	30.34
23640 - Millwright	22.50
23710 - Office Appliance Repairer	19.50
23760 - Painter Maintenance	17.03
23790 - Pipefitter Maintenance	22.61
23810 - Plumber Maintenance	21.45
23820 - Pneudraulic Systems Mechanic	23.25
23850 - Rigger	23.24
23870 - Scale Mechanic	20.98
23890 - Sheet-Metal Worker Maintenance	21.46
23910 - Small Engine Mechanic	16.33
23931 - Telecommunications Mechanic I	26.96
23932 - Telecommunications Mechanic II	28.28
23950 - Telephone Lineman	24.21
23960 - Welder Combination Maintenance	19.69
23965 - Well Driller	23.26
23970 - Woodcraft Worker	23.25
23980 - Woodworker	18.57
24000 - Personal Needs Occupations	
24550 - Case Manager	14.59
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	11.98
24610 - Chore Aide	10.96
24620 - Family Readiness And Support Services Coordinator	14.59
24630 - Homemaker	14.87
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.14
25040 - Sewage Plant Operator	22.40
25070 - Stationary Engineer	28.14
25190 - Ventilation Equipment Tender	20.31
25210 - Water Treatment Plant Operator	22.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.52
27007 - Baggage Inspector	13.28

27008 - Corrections Officer	16.65
27010 - Court Security Officer	19.18
27030 - Detection Dog Handler	15.32
27040 - Detention Officer	16.65
27070 - Firefighter	21.71
27101 - Guard I	13.28
27102 - Guard II	15.32
27131 - Police Officer I	20.06
27132 - Police Officer II	22.30
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.70
28042 - Carnival Equipment Repairer	13.54
28043 - Carnival Worker	9.73
28210 - Gate Attendant/Gate Tender	13.94
28310 - Lifeguard	11.12
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.38
28515 - Recreation Specialist	19.32
28630 - Sports Official	12.42
28690 - Swimming Pool Operator	16.24
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.08
29020 - Hatch Tender	25.08
29030 - Line Handler	25.08
29041 - Stevedore I	23.55
29042 - Stevedore II	26.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	17.58
30023 - Archeological Technician III	22.87
30030 - Cartographic Technician	23.50
30040 - Civil Engineering Technician	22.23
30051 - Cryogenic Technician I	25.33
30052 - Cryogenic Technician II	27.98
30061 - Drafter/CAD Operator I	16.50
30062 - Drafter/CAD Operator II	17.58
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.04
30081 - Engineering Technician I	15.84
30082 - Engineering Technician II	17.79
30083 - Engineering Technician III	20.11
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	30.15
30086 - Engineering Technician VI	36.50
30090 - Environmental Technician	27.73
30095 - Evidence Control Specialist	22.87
30210 - Laboratory Technician	23.16
30221 - Latent Fingerprint Technician I	24.78
30222 - Latent Fingerprint Technician II	27.37
30240 - Mathematical Technician	23.72
30361 - Paralegal/Legal Assistant I	19.21
30362 - Paralegal/Legal Assistant II	23.79
30363 - Paralegal/Legal Assistant III	29.10
30364 - Paralegal/Legal Assistant IV	35.21
30375 - Petroleum Supply Specialist	27.98
30390 - Photo-Optics Technician	22.87
30395 - Radiation Control Technician	27.98
30461 - Technical Writer I	23.66
30462 - Technical Writer II	28.95
30463 - Technical Writer III	35.02
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67

30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.33
30502 - Weather Forecaster II	30.82
30620 - Weather Observer Combined Upper Air Or (see 2)	21.02
Surface Programs	
30621 - Weather Observer Senior (see 2)	22.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	12.06
31030 - Bus Driver	16.52
31043 - Driver Courier	15.65
31260 - Parking and Lot Attendant	10.30
31290 - Shuttle Bus Driver	16.69
31310 - Taxi Driver	11.23
31361 - Truckdriver Light	16.69
31362 - Truckdriver Medium	17.70
31363 - Truckdriver Heavy	20.40
31364 - Truckdriver Tractor-Trailer	20.40
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.00
99050 - Desk Clerk	10.96
99095 - Embalmer	25.37
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	11.14
99252 - Laboratory Animal Caretaker II	13.06
99260 - Marketing Analyst	25.90
99310 - Mortician	25.37
99410 - Pest Controller	19.60
99510 - Photofinishing Worker	14.54
99710 - Recycling Laborer	14.64
99711 - Recycling Specialist	17.31
99730 - Refuse Collector	13.25
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	14.72
99830 - Survey Party Chief	22.65
99831 - Surveying Aide	15.00
99832 - Surveying Technician	20.59
99840 - Vending Machine Attendant	15.38
99841 - Vending Machine Repairer	18.53
99842 - Vending Machine Repairer Helper	15.38

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 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 Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."