

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1	OF PAGES 32
1. REQUEST NO. DACW62-03-T-0008	2. DATE ISSUED 28-Feb-2003	3. REQUISITION/PURCHASE REQUEST NO. W38XDD-3014-9569	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY US ARMY ENGINEER DISTRICT- NASHVILLE-CW CONTRACTING DIVISION P. O. BOX 1070 NASHVILLE TN 37202-1070			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
			7. DELIVERY [X] FOB DESTINATION [] OTHER <i>(See Schedule)</i>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> BERYL C NEWSOME 615-736-7933						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> SEE SCHEDULE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 17-Mar-2003						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR MOWING FOR DAM EMBANKMENT, RANDOM FILL, COMPOUND AREA AND RADIO TOWER SITE	1	Lump Sum	TOTAL FOR BASE YEAR	_____

BASE YEAR MOWING FOR DAM EMBANKMENT, RANDOM FILL,
COMPOUND AREA AND RADIO TOWER SITE

ITEM NO.	AREA	APPROX. ACRES TO BE MOWED	ESTIMATED MOWINGS	UNIT PRICE	TOTAL PRICE
1	Dam Embankment	25.5	12	\$_____	\$_____
2	Random Fill	52.7	12	\$_____	\$_____
3	Compound Area	3.0	4	\$_____	\$_____
4	Radio Tower Site	1.0	4	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	MOWING AND TRIMMING OF WOLF CREEK DAM	1	Lump Sum	TOTAL FOR OPTION YEAR ONE	\$ _____

OPTION

OPTION YEAR ONE MOWING FOR DAM EMBANKMENT, RANDOM FILL, COMPOUND AREA AND RADIO TOWER SITE

ITEM NO.	AREA	APPROX. ACRES TO BE MOWED	ESTIMATED MOWINGS	UNIT PRICE	TOTAL PRICE
1	Dam Embankment	25.5	12	\$ _____	\$ _____
2	Random Fill	52.7	12	\$ _____	\$ _____
3	Compound Area	3.0	4	\$ _____	\$ _____
4	Radio Tower Site	1.0	4	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MOWING AND TRIMMING OF WOLF CREEK DAM	1	Lump Sum	TOTAL FOR OPTION YEAR TWO	\$ _____

OPTION

OPTION YEAR TWO MOWING FOR DAM EMBANKMENT, RANDOM FILL, COMPOUND AREA AND RADIO TOWER SITE

ITEM NO.	AREA	APPROX. ACRES TO BE MOWED	ESTIMATED MOWINGS	UNIT PRICE	TOTAL PRICE
1	Dam Embankment	25.5	12	\$ _____	\$ _____
2	Random Fill	52.7	12	\$ _____	\$ _____
3	Compound Area	3.0	4	\$ _____	\$ _____
4	Radio Tower Site	1.0	4	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MOWING AND TRIMMING OF WOLF CREEK DAM	1	Lump Sum	TOTAL FOR OPTION YEAR THREE	\$ _____

OPTION

OPTION YEAR THREE MOWING FOR DAM EMBANKMENT, RANDOM FILL, COMPOUND AREA AND RADIO TOWER SITE

ITEM NO.	AREA	APPROX. ACRES TO BE MOWED	ESTIMATED MOWINGS	UNIT PRICE	TOTAL PRICE
1	Dam Embankment	25.5	12	\$ _____	\$ _____
2	Random Fill	52.7	12	\$ _____	\$ _____
3	Compound Area	3.0	4	\$ _____	\$ _____
4	Radio Tower Site	1.0	4	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MOWING AND TRIMMING OF WOLF CREEK DAM	1	Lump Sum	TOTAL FOR OPTION YEAR FOUR	\$ _____

OPTION

OPTION YEAR FOUR MOWING FOR DAM EMBANKMENT, RANDOM FILL, COMPOUND AREA AND RADIO TOWER SITE

ITEM NO.	AREA	APPROX. ACRES TO BE MOWED	ESTIMATED MOWINGS	UNIT PRICE	TOTAL PRICE
1	Dam Embankment	25.5	12	\$ _____	\$ _____
2	Random Fill	52.7	12	\$ _____	\$ _____
3	Compound Area	3.0	4	\$ _____	\$ _____
4	Radio Tower Site	1.0	4	\$ _____	\$ _____

TOTAL FOR BASE YEAR THROUGH OPTION YEAR FOUR \$ _____

Section C - Descriptions and Specifications

STATEMENT OF WORKMOWING FOR WOLF CREEK DAM
Section 1

1.1 Scope of the Work . The work consists of furnishing labor, equipment, Vehicles, tools, supplies and materials necessary to mow and trim the grounds on and around the Wolf Creek Dam located on the Cumberland River 10 miles south of Jamestown, Kentucky on US Highway 127. The area is located in Russell County, Kentucky. Locations and mowing limits of the areas are shown on the site maps located at the Power Plant Office and may be seen at the time of site inspection. Estimated quantities and/or work to be performed are listed on separate sheets as bid items. These quantities are approximate and are provided as information only to assist in the preparation of bids. They are not guaranteed and the actual estimated quantities shall not be justification for modification of the contract or request for additional payment. It is the responsibility of the contractor to verify volumes and quantities by on-site review. General mowing specifications apply to all areas.

The contractor's work and responsibility shall include, but shall not be limited to, planning, programming, administration, management, supervision, and inspection necessary to assure that services are conducted in accordance with the contract and applicable laws, regulations, codes or directives. The contractor shall ensure that work meets or exceeds the requirements stated in this contract. The contractor shall perform related contractor administrative services necessary to perform the work.

1.2 Working hours. Normal Working hours, except as specified herein or approved in advance by the power plant superintendent or power project manager, shall be Monday through Friday 7 a.m. to 4:45 p.m. Work shall be scheduled around the following holidays except as specified or as approved by the power plant superintendent or power project manager.

New Years Day (January 1st)
 Martin Luther King's Birthday (3rd Monday in January)
 Washington's Birthday (3rd Monday in February)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (1st Monday in September)
 Columbus Day (2nd Monday in October)
 Veterans Day (November 11th)
 Thanksgiving Day (4th Thursday in November)
 Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday the preceding Friday is observed as a holiday.

1.3 Permits and licenses. The contractor shall, at his/her own expense, obtain any licenses or permits required to perform the contract. The contractor shall comply with current federal, state, and local laws and regulations and shall comply with any subsequent changes.

1.4 Identification of Contract Employees and Vehicles. The contractor shall furnish his/her regular employees with a company identification patch on the breast pocket or on the sleeve at the top of the arm. When a coat or a jacket is worn it shall match the uniform and have company identification. The contractor's vehicles and equipment shall be identified with the company name prominently displayed (minimum two inch letters) on the outside of the equipment. Identification of personnel and vehicles shall be accomplished within 30 days of award of contract. Company logos are not an acceptable substitute for the name of the company.

1.5 Safety and Security Requirements. If the contractor fails or refuses to

promptly comply with safety and security requirements as specified herein, the power plant superintendent or power project manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stoppage shall be made subject to claim for extension of time or for excess costs or damages to the contractor. Also the contractor will not be paid for work not performed as a result of the stop order. Work shall not resume until the contractor provides evidence to the power plant superintendent or the power project manager that he/she has complied or will comply with appropriate safety and security regulations.

The contractor shall comply with current provisions of the Environmental Review Guide for Operations(ERGO), Occupational Safety and Health Act (OSHA) in addition to the standards of the Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements Manual". Appendix to Clearance Procedures and Safety Rules for Hydroelectric Power Plants, Nashville District, is applicable to work performed in the dam area. An activity hazard analysis shall be prepared for all routine work and submitted along with the safety plan. The contractor shall provide all necessary safety equipment, tools, and signs as may be required.

1.6 Accident Reports. The contractor shall maintain an accurate record of, and shall report to the power plant superintendent or power project manager in the manner and on the forms prescribed by the Corps, accidents within 24 hours of the occurrence. Serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

1.7 Damage reports. In instances where Government property and/or equipment is damaged by contract employees, a full report of the incident and extent of such damage shall be submitted to the power plant superintendent or the power project manager within 2 workdays (less weekends and holidays) of occurrence.

1.8 Contract Employees. Contract employees shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. No alcoholic beverages or controlled substances shall be consumed by contractor or his/her employees while on duty.

The contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the power plant superintendent or the power project manager to be contrary to the public interest or inconsistent with the best interest of the U.S. Army Corps of Engineers.

The power plant superintendent or the power project manager may require the contractor to immediately remove from the work site any employee who is incompetent or who endangers persons or property or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the contractor shall be promptly made in writing if time and circumstance permit.

1.9 Location of Work. The work shall be performed in the areas listed in Exhibit A.

1.10 Specifications. All areas including road shoulders, ditch lines, and slopes shall be mowed by the contractor. Areas around buildings, guardrails, culverts, garbage cans, signs, parking lots, etc., within each designated area shall be mowed and/or trimmed to maintain a neat appearance. Mowing shall be accomplished as directed by the power plant superintendent or the power project manager to cut grass to a height of not more than 5" and not less than 3" above the ground. Mowing height, within this range, will be established during the first mowing by the power plant superintendent or the power project manager and a contract representative. This same height shall be maintained throughout the contract unless deviation is approved by the power plant superintendent or the power project manager. All mowing and trimming shall be accomplished in such a manner so as not to damage any trees, shrubbery, ornamental planting, or any government property, especially piezometers located throughout the mowing areas, or to endanger or annoy any visitor in the area. Mowing shall be accomplished in a manner so as not to throw grass on sidewalks, on paved roads and parking lots but rather away from such surfaces. Any clippings thrown on such areas shall be removed within the same day by sweeping or blowing. No "weed eater" type trimmers shall be used around small or young plants and trees. Mowing shall be performed in one continual operation until completed. Mower blades shall be kept sharp to insure proper cutting action. Trimming crews shall follow the mowing crews immediately in order to leave each area in a neatly mowed condition. Each mowing and trimming shall be

accomplished only after coordination with the power plant superintendent or the power project manager or their designated representative. A mowing will not be counted as complete and payment will not be made until all areas (within each bid item) are mowed and trimmed.

Mowing interval will be based on grass height, grass conditions, and soil conditions. Mowing will not be permitted when ground is so wet or dry that the mowing operations cause wheel rutting or may damage the surface or sod in any way. Mowing of the earthen embankment will not be permitted when it is wet, causing an unsafe condition. Mowing and trimming within each area shall be completed within seven (7) days from the day started unless an extension for completion is granted by the power plant superintendent or the power project manager. Adverse weather will be the only reason for an extension. All areas, such as ditch line banks and bottoms which are too steep or soft and inaccessible areas which cannot be mowed by tractor and mower shall be mowed by push mower or "weed eater". Limited herbicide may be used in lieu of mowing in areas not accessible to equipment. Herbicide will be allowed only with prior site-specific approval of the power plant superintendent or the power project manager. After herbicide is complete and kill is thorough, these areas shall be mowed and/or trimmed to remove unsightly dead grass. The power plant superintendent or the power project manager will notify the contractor when to begin each mowing. Mowing shall be started within two (2) days after notice to proceed. The contractor shall notify the power plant superintendent or the power project manager or their representative when the mowing is completed and ready for inspection. Mower clippings shall be evenly or uniformly distributed throughout the mowing area. There shall be no piling, heaping or windrows of the mower clippings. Any piles or windrows shall be removed or scattered by the contractor. Before each mowing, the contractor shall pick up all litter and debris within the mowing area and place it in garbage cans or remove it from the site.

1.11 Equipment. The contractor shall have available sufficient equipment, manpower, and other resources to mow each area within the time requirements of the contract. All equipment shall be in good operating condition and may be inspected by a representative of the power plant prior to beginning work.

Dam Area. Low-Center Gravity (LCG) tractors or other tractors manufactured for use on slopes are required for all slopes of 4 horizontal to 1 vertical or steeper. The tractors shall have a minimum of 32 horsepower. Tractors and mowers to perform the services and flail mowers or multi-bladed rotary mowers designed for lawn type mowing shall be used for the Earthen Embankment and the Random Fill and other areas identified on the site map. The embankment mowing also includes mowing/trimming the road shoulder, including around guardrail, on the riprap side of the roadway. Single blade rotary mowers or sickle type mowers may be used on the road shoulders and in ditch line or inaccessible areas. An extending boom or articulating arm mower may be used in inaccessible areas of ditch lines. Equipment may be stored on government property when not in use, only during period of contract, in a location approved by the power plant superintendent or the power project manager.

EXHIBIT A

MOWING AND TRIMMING – WOLF CREEK DAM

ITEM NO.	AREA	APPROX. ACRES TO BE MOWED	ESTIMATED MOWINGS PER YEAR
1	Dam Embankment	25.5	12
2	Random Fill	52.7	12
3	Compound Area	3.0	4
4.	Radio Tower Site	1.0	4

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Offerers are to include with the offer submitted three references with current company and individual names, telephone numbers and addresses to verify performance. References may be checked to verify performance upon determination of award.

Offers are encouraged to include information which supports ability to do the work described in the Statement of Work.

Faxed or e-mailed offers will not be considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I to 52.219-5.

___(iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I of 52.219-23.

___(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___(ii) Alternate I of 52.225-3.

___(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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 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 prior to expiration of the current year.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration of the current year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2497 REV (20) AREA: TN,NASHVILLE

WAGE DETERMINATION NO: **94-2497** REV (20) AREA: TN,NASHVILLE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross Wage Determination No.: 1994-2497
Director Division of Revision No.: 20
 Wage Determinations Date Of Last Revision: 07/26/2002

States: Kentucky, Tennessee
Area: Kentucky Counties of Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson
Tennessee Counties of Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam, Robertson,

Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.94
Accounting Clerk II	11.23
Accounting Clerk III	13.24
Accounting Clerk IV	15.70
Court Reporter	11.84
Dispatcher, Motor Vehicle	14.23
Document Preparation Clerk	9.69
Duplicating Machine Operator	9.69
Film/Tape Librarian	9.50
General Clerk I	7.31
General Clerk II	8.34
General Clerk III	9.39
General Clerk IV	10.56
Housing Referral Assistant	15.39
Key Entry Operator I	8.39
Key Entry Operator II	10.78
Messenger (Courier)	8.73
Order Clerk I	9.35
Order Clerk II	11.70
Personnel Assistant (Employment) I	9.98
Personnel Assistant (Employment) II	11.01
Personnel Assistant (Employment) III	14.67
Personnel Assistant (Employment) IV	13.94
Production Control Clerk	15.12
Rental Clerk	9.58
Scheduler, Maintenance	11.77
Secretary I	11.77
Secretary II	14.42
Secretary III	15.39
Secretary IV	18.01
Secretary V	19.90
Service Order Dispatcher	11.71
Stenographer I	8.61
Stenographer II	9.66
Supply Technician	18.01
Survey Worker (Interviewer)	11.64
Switchboard Operator-Receptionist	10.29
Test Examiner	14.42
Test Proctor	14.42
Travel Clerk I	9.55
Travel Clerk II	10.12
Travel Clerk III	10.79
Word Processor I	10.74
Word Processor II	15.95
Word Processor III	16.29
Automatic Data Processing Occupations	
Computer Data Librarian	10.23
Computer Operator I	11.21
Computer Operator II	12.56

Computer Operator III	13.72	
Computer Operator IV	15.31	
Computer Operator V	16.97	
Computer Programmer I (1)	13.79	
Computer Programmer II (1)	17.07	
Computer Programmer III (1)	21.81	
Computer Programmer IV (1)	26.39	
Computer Systems Analyst I (1)	22.40	
Computer Systems Analyst II (1)	27.62	
Computer Systems Analyst III (1)	27.62	
Peripheral Equipment Operator	30.38	
Automotive Service Occupations		
Automotive Body Repairer, Fiberglass	11.86	
Automotive Glass Installer	17.27	
Automotive Worker	15.67	
Electrician, Automotive	15.89	
Mobile Equipment Servicer	16.77	
Motor Equipment Metal Mechanic	13.55	
Motor Equipment Metal Worker	17.47	
Motor Vehicle Mechanic	15.89	
Motor Vehicle Mechanic Helper	15.97	
Motor Vehicle Upholstery Worker	12.88	
Motor Vehicle Wrecker	15.03	
Painter, Automotive	15.89	
Radiator Repair Specialist	16.67	
Tire Repairer	15.89	
Transmission Repair Specialist	11.75	
Food Preparation and Service Occupations		
Baker	11.27	
Cook I		8.32
Cook II	9.31	
Dishwasher	7.49	
Food Service Worker	7.85	
Meat Cutter	10.64	
Waiter/Waitress	6.89	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	14.42	
Furniture Handler	11.07	
Furniture Refinisher	15.92	
Furniture Refinisher Helper	12.72	
Furniture Repairer, Minor	14.21	
Upholsterer	14.42	
General Services and Support Occupations		
Cleaner, Vehicles	7.85	
Elevator Operator	7.77	
Gardener	10.43	
House Keeping Aid I	7.07	
House Keeping Aid II	7.85	
Janitor	7.77	
Laborer, Grounds Maintenance	8.63	
Maid or Houseman	7.07	
Pest Controller	11.15	
Refuse Collector	7.85	
Tractor Operator	9.80	

Window Cleaner	8.62	
Health Occupations		
Dental Assistant	11.20	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.27	
Licensed Practical Nurse I	11.02	
Licensed Practical Nurse II	12.36	
Licensed Practical Nurse III	13.83	
Medical Assistant	11.62	
Medical Laboratory Technician	12.18	
Medical Record Clerk	11.88	
Medical Record Technician	14.89	
Nursing Assistant I	8.69	
Nursing Assistant II	9.76	
Nursing Assistant III	10.66	
Nursing Assistant IV	11.95	
Pharmacy Technician	12.19	
Phlebotomist	12.18	
Registered Nurse I	16.77	
Registered Nurse II	20.52	
Registered Nurse II, Specialist	20.52	
Registered Nurse III	24.83	
Registered Nurse III, Anesthetist	24.83	
Registered Nurse IV	29.74	
Information and Arts Occupations		
Audiovisual Librarian	15.99	
Exhibits Specialist I	15.80	
Exhibits Specialist II	19.57	
Exhibits Specialist III	23.87	
Illustrator I	17.70	
Illustrator II	21.93	
Illustrator III	26.76	
Librarian		19.09
Library Technician	11.64	
Photographer I	14.03	
Photographer II	16.42	
Photographer III	20.34	
Photographer IV	24.82	
Photographer V	30.11	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	6.90	
Counter Attendant	6.90	
Dry Cleaner	7.72	
Finisher, Flatwork, Machine	6.90	
Presser, Hand	6.90	
Presser, Machine, Drycleaning	7.59	
Presser, Machine, Shirts	6.90	
Presser, Machine, Wearing Apparel, Laundry	6.90	
Sewing Machine Operator	9.06	
Tailor	9.93	
Washer, Machine	7.42	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	15.80	
Tool and Die Maker	16.72	
Material Handling and Packing Occupations		

Forklift Operator	12.45	
Fuel Distribution System Operator	13.38	
Material Coordinator	13.40	
Material Expediter	13.40	
Material Handling Laborer	12.25	
Order Filler	10.65	
Production Line Worker (Food Processing)	12.47	
Shipping Packer	11.50	
Shipping/Receiving Clerk	11.50	
Stock Clerk (Shelf Stocker; Store Worker II)	12.12	
Store Worker I	8.85	
Tools and Parts Attendant	12.47	
Warehouse Specialist	12.47	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	15.02	
Aircraft Mechanic Helper	12.47	
Aircraft Quality Control Inspector	17.05	
Aircraft Servicer	14.04	
Aircraft Worker	14.81	
Appliance Mechanic	16.58	
Bicycle Repairer	11.75	
Cable Splicer	17.99	
Carpenter, Maintenance	14.42	
Carpet Layer	14.81	
Electrician, Maintenance	16.56	
Electronics Technician, Maintenance I	15.26	
Electronics Technician, Maintenance II	16.00	
Electronics Technician, Maintenance III	16.68	
Fabric Worker	13.97	
Fire Alarm System Mechanic	16.30	
Fire Extinguisher Repairer	13.26	
Fuel Distribution System Mechanic	16.52	
General Maintenance Worker	15.03	
Heating, Refrigeration and Air Conditioning Mechanic	15.72	
Heavy Equipment Mechanic	15.02	
Heavy Equipment Operator	15.02	
Instrument Mechanic	16.30	
Laborer	7.85	
Locksmith	15.57	
Machinery Maintenance Mechanic	15.51	
Machinist, Maintenance	16.78	
Maintenance Trades Helper	11.56	
Millwright	19.00	
Office Appliance Repairer	15.57	
Painter, Aircraft	16.67	
Painter, Maintenance	14.42	
Pipefitter, Maintenance	17.05	
Plumber, Maintenance	16.65	
Pneudraulic Systems Mechanic	16.30	
Rigger	16.30	
Scale Mechanic	14.81	
Sheet-Metal Worker, Maintenance		15.37
Small Engine Mechanic	13.66	
Telecommunication Mechanic I	16.67	

Telecommunication Mechanic II	17.50	
Telephone Lineman	16.67	
Welder, Combination, Maintenance	15.02	
Well Driller	15.24	
Woodcraft Worker	16.52	
Woodworker	12.16	
Miscellaneous Occupations		
Animal Caretaker	8.52	
Carnival Equipment Operator	9.84	
Carnival Equipment Repairer	10.41	
Carnival Worker	7.77	
Cashier		7.15
Desk Clerk	8.10	
Embalmer	16.57	
Lifeguard	7.56	
Mortician	17.88	
Park Attendant (Aide)	9.50	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		7.56
Recreation Specialist	9.29	
Recycling Worker	9.89	
Sales Clerk	7.56	
School Crossing Guard (Crosswalk Attendant)	7.85	
Sport Official	6.57	
Survey Party Chief (Chief of Party)	10.59	
Surveying Aide	7.15	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		9.50
Swimming Pool Operator	11.79	
Vending Machine Attendant	9.89	
Vending Machine Repairer	11.79	
Vending Machine Repairer Helper	9.89	
Personal Needs Occupations		
Child Care Attendant	6.92	
Child Care Center Clerk	9.93	
Chore Aid	7.06	
Homemaker	11.03	
Plant and System Operation Occupations		
Boiler Tender	16.52	
Sewage Plant Operator	15.86	
Stationary Engineer	16.52	
Ventilation Equipment Tender	12.47	
Water Treatment Plant Operator	14.62	
Protective Service Occupations		
Alarm Monitor	8.82	
Corrections Officer	15.34	
Court Security Officer	15.34	
Detention Officer	15.34	
Firefighter		15.42
Guard I	7.85	
Guard II	8.82	
Police Officer	15.26	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	14.01	
Hatch Tender	14.01	
Line Handler	14.01	

Stevedore I	12.08	
Stevedore II	14.73	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.21	
Air Traffic Control Specialist, Station (2)	19.46	
Air Traffic Control Specialist, Terminal (2)	21.43	
Archeological Technician I	13.75	
Archeological Technician II	15.39	
Archeological Technician III	19.05	
Cartographic Technician	19.39	
Civil Engineering Technician	17.69	
Computer Based Training (CBT) Specialist/ Instructor	21.15	
Drafter I		9.57
Drafter II	13.14	
Drafter III	16.78	
Drafter IV	19.05	
Engineering Technician I	14.91	
Engineering Technician II	16.63	
Engineering Technician III	21.00	
Engineering Technician IV	24.64	
Engineering Technician V	30.21	
Engineering Technician VI	36.54	
Environmental Technician	16.07	
Flight Simulator/Instructor (Pilot)	25.27	
Graphic Artist	17.70	
Instructor	18.07	
Laboratory Technician	13.77	
Mathematical Technician	20.98	
Paralegal/Legal Assistant I	13.55	
Paralegal/Legal Assistant II	16.92	
Paralegal/Legal Assistant III	20.64	
Paralegal/Legal Assistant IV	24.75	
Photooptics Technician	22.40	
Technical Writer	21.37	
Unexploded (UXO) Safety Escort	17.93	
Unexploded (UXO) Sweep Personnel	17.93	
Unexploded Ordnance (UXO) Technician I	17.93	
Unexploded Ordnance (UXO) Technician II	21.70	
Unexploded Ordnance (UXO) Technician III	26.01	
Weather Observer, Combined Upper Air and Surface Programs (3)	13.77	
Weather Observer, Senior (3)	15.37	
Weather Observer, Upper Air (3)	13.77	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	12.87	
Parking and Lot Attendant	16.13	
Shuttle Bus Driver	9.11	
Taxi Driver	8.11	
Truckdriver, Heavy Truck	17.08	
Truckdriver, Light Truck	9.11	
Truckdriver, Medium Truck	14.81	
Truckdriver, Tractor-Trailer	17.45	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

SITE VISIT

SITE VISIT

A site visit will be held on 11 March 2003 at 10:00 a.m. . Interested parties are to contact Henri Leveridge or Sammy Alley at 270-343-0123 prior to 11 March 2003 to make arrangements to be included in the site visit. Interested parties are to meet at the Wolf Creek Power Plant, 980 Power Plant Road, Jamestown, Kentucky 42629. Each participant will need picture identification such as a drivers license to gain entry to the area.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned 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 by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.237-1

Site Visit

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)