

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 71		
2. CONTRACT NO.		3. SOLICITATION NO. W912P5-04-R-0015	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 May 2004	6. REQUISITION/PURCHASE NO. W38XDD-4105-1790			
7. ISSUED BY CONTRACTING DIVISION (JWP) EMAIL: JAMES.W.PURCELL@USACE.ARMY.MIL TEL: 615/736/7569 FAX: 615/736/7124 NASHVILLE TN 37202-1070			CODE H3P0000	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
			See Item 7					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME JAMES W PURCELL		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 615-736-7569		C. E-MAIL ADDRESS James.W.Purcell@usace.army.mil		
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INTERPRETIVE SIGNAGE, MURFREE SPRINGS IAW Discovery Center & Murfree Spring Wetland, and Oaklands Park site plan and sign construction documents dated 1 Apr 2004. Offeror is required to submit with their proposal "Representations and Certifications" contained elsewhere in this solicitation. Failure to do so may make your offer unacceptable.	1	Lump Sum		

Section B - Supplies or Services and Prices

BIDDING SCHEDULEINTERPRETIVE SIGNAGE AND RELATED IMPROVEMENTS AT
MURFREE SPRINGS AND OAKLANDS

BIDDING SCHEDULE

ITEM NO.	UNIT DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
0001	Entry Sign at Murfree Springs	1	Job	L.S.	\$_____
0002	Kiosk at Murfree Springs	1	Job	L.S.	\$_____
0003	Interpretive Signage at Murfree Sp.1		Job	L.S.	\$_____
0004	Audio Programming at Murfree Sp.1		Job	L.S.	\$_____
0005	Aquatic Food Chain at Murfree Sp. 1		Job	L.S.	\$_____
0006	Telescopes at Murfree Springs	1	Job	L.S.	\$_____
0007	History Wall at Murfree Springs	1	Job	L.S.	\$_____
0008	TN Officials Pedestal at Murf. Sp.	1	Job	L.S.	\$_____
0009	Signtype A – ID Signs at Oaklands	1	Job	L.S.	\$_____
0010	Mailbox at Oaklands	1	Job	L.S.	\$_____
0011	Signtype C – Directional Signs at Oaklands	1	Job	L.S.	\$_____
0012	Tree ID Signs at Oaklands	1	Job	L.S.	\$_____

0013	Wire Sculptures at Oaklands	1	Job	L.S.	\$_____
0014	Signtype B – Interpretive Sign Frames at Oaklands	1	Job	L.S.	\$_____
0015	Spring Access Platform - Oaklands	1	Job	L.S.	\$_____
0016	Sign Panels at Oaklands	1	Job	L.S.	\$_____
				Total Price	\$_____

MEASUREMENT & PAYMENT CRITERIA

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the **BIDDING SCHEDULE** and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.1 Entry Sign at Murfree Spring, Item # 0001

1.1.1.1 Payment

Payment will be made for costs associated with construction and installation of one (1) entry sign at Murfree Spring, which includes mobilization, verifying sign permits, coordination with structural engineer for all structural components, excavation for footing, design and installation of footing, electrical service to sign, construction of stone reinforced base, construction and installation of two-sided painted aluminum and acrylic sign panel and routed animal forms with LED lighting components.

1.1.1.2 Unit of Measure

Unit of measure: lump sum.

1.1.2 Kiosk at Murfree Spring, Item # 0002

1.1.2.1 Payment

Payment will be made for costs associated with construction and installation of two (2) informational kiosks at Murfree Spring, which includes mobilization, coordination with structural engineer for all structural components, excavation for footings, design and installation of footings, construction and installation of a painted steel three-dimensional DNA helix shaped sign structure with three (3) oval shaped embedded graphic panels and two (2) warning signs per each structure for a total of six (6) graphic panels and four (4) warning signs. Hand placed rock is to be arranged at the base of each.

1.1.2.2 Unit of Measure

Unit of measure: lump sum.

1.1.3 Interpretive Signs Stations at Murfree Spring, Item # 0003

1.1.3.1 Payment

Payment will be made for costs associated with construction and installation of eleven (11) interpretive sign stations at Murfree Spring, which includes mobilization, coordination with structural engineer for all structural components, excavation for footings for ground mounted signs, design and installation of footings, design and installation of mountings for rail and wall mounted signs, construction and installation of signs composed of routed painted aluminum, acrylic, foam and embedded graphic panel material. Three (3) will include audio units and three (3) will contain three-dimension objects. Installation of 3/D objects is to be coordinated with the Designer.

1.1.3.2 Unit of Measure

Unit of measure: lump sum.

1.1.4 Audio Programming for Interpretive Signs at Murfree Spring, Item # 0004

1.1.4.1 Payment

Payment will be made for costs associated with audio programming for three (3) audio "voiceovers" which are birdcalls, frog calls and WGNS radio broadcast.

1.1.4.2 Unit of Measure

Unit of measure: lump sum.

1.1.5 Aquatic Food Chain at Murfree Spring, Item # 0005

1.1.5.1 Payment

Payment will be made for costs associated with application of graphic patterns to seven (7) existing concrete pads located in a lily pond at Murfree Spring. Material for surfacing is a concrete resurfacing product applied with stencils. Work will be done in situ with proper procedures to insure no damage is done to the structure, fauna and flora of the lily pond.

1.1.5.2 Unit of Measure

Unit of measure: lump sum.

1.1.6 Viewing Telescopes at Murfree Spring, Item # 0006

1.1.6.1 Payment

Payment will be made for costs associated with installation of two (2) viewing scopes at Murfree Spring, which includes mobilization, coordination with structural engineer for footings for ground mounting and design and installation of footings. Scopes are stock items to be assembled, delivered and installed at the site at locations to be approved by the owner.

1.1.6.2 Unit of Measure

Unit of measure: lump sum.

1.1.7 History Wall at Murfree Spring, Item #0007

1.1.7.1 Payment

Payment will be made for costs associated with construction and installation of 'History Wall' at Murfree Spring which includes concrete resurfacing to produce 'waves' to be applied to the existing concrete wall and columns, forty five (45) routed painted aluminum forms to be stud mounted to the existing wall, and ten (10) embedded graphic panels to be cable mounted to the existing wall.

1.1.7.2 Unit of Measure

Unit of measure: lump sum.

1.1.8 TN Officials Pedestal and Sign at Murfree Spring, Item # 0008

1.1.8.1 Payment

Payment will be made for costs associated with construction and installation of one (1) Official Symbols of Tennessee interpretive station at Murfree Spring, which includes mobilization, coordination with structural engineer for all structural components, excavation for footing, design and installation of footing, construction of stone reinforced base, construction and installation of one-sided painted aluminum sign frame with embedded graphic panel and routed painted aluminum animal and insect forms to be stud mounted to the side of the base.

1.1.8.2 Unit of Measure

Unit of measure: lump sum.

1.1.9 Sign Type A- ID signs at Oaklands, Item # 0009

1.1.9.1 Payment

Payment will be made for costs associated with construction and installation of one (1) one-sided and two (2) two-sided post and panel ground mounted identification signs at Oaklands Mansion, which includes mobilization, coordination with structural engineer for all structural components, excavation for footings, design and installation of footings, construction and installation of three (3) routed painted high density sign foam panels with wooden posts and one detachable informational sign.

1.1.9.2 Unit of Measure

Unit of measure: lump sum.

1.1.10 Mailbox at Oaklands, Item # 0010

1.1.10.1 Payment

Payment will be made for costs associated with construction and installation of one (1) mailbox/newspaper box and post at Oaklands Mansion, which includes mobilization, coordination with structural engineer for all structural components, excavation for footing, design and installation of footing,

construction and installation of one (1) metal mail/newspaper box with wooden post.

1.1.10.2 Unit of Measure

Unit of measure: lump sum.

1.1.11 Sign Type C- Directional/Regulatory Signs at Oaklands, Item # 0011

1.1.11.1 Payment

Payment will be made for costs associated with construction and installation of five (5) one-sided and one (1) two-sided post and panel ground mounted directional/regulatory signs at Oaklands Mansion, which includes mobilization, coordination with structural engineer for all structural components, excavation for footing, design and installation of footing, construction and installation of six (6) painted aluminum panels with wooded posts.

1.1.11.2 Unit of Measure

Unit of measure: lump sum.

1.1.12 Tree Identification and Sculpture Warning Signs at Oaklands, Item # 0012

1.1.12.1 Payment

Payment will be made for costs associated with construction and installation of approximately one hundred and eighty (180) one-sided ground mounted tree identification and eight (8) warning signs at Oaklands Mansion, excavation for vandal resistant footing, design and installation of footing, construction and installation of one hundred and eighty (180) photopolymer panels with aluminum posts.

1.1.12.2 Unit of Measure

Unit of measure: lump sum.

1.1.13 Wire Sculptures with Special Sign Frames at Oaklands, Item # 0013

1.1.13.1 Payment

Payment will be made for costs associated with construction and installation of four (4) interpretive wire sculptures at Oaklands, which includes mobilization, coordination with structural engineer for all structural

components, excavation for footings, design and installation of footing, construction and installation of powder coated steel three-dimensional wire form sculptures of period man, woman and dog; a mule, plow and farmer; a civil war soldier and tent and a spring house. Sculptures include three (3) special frames for the sign panels, which include a picket fence with arbor, a post and rail fence, and a modified Sign Type B frame with coffee pot.

1.1.13.2 Unit of Measure

Unit of measure: lump sum.

1.1.14 Sign Type B- Interpretive Sign Frames at Oaklands, Item # 0014

1.1.14.1 Payment

Payment will be made for costs associated with construction and installation of two (2) one-sided frames to be incorporated into the wire sculpture interpretive stations, four (4) two-sided stand alone interpretive sign frames, one (1) one-sided frame to be incorporated into wire sculpture interpretive station at Oaklands, which includes mobilization, coordination with structural engineer for all structural components, excavation for footings, design and installation of footing, construction and installation of seven (7) powder coated aluminum ground mounted sign panel frames.

1.1.14.2 Unit of Measure

Unit of measure: lump sum.

1.1.15 Spring Access Platform at Oaklands, Item # 0015

1.1.15.1 Payment

Payment will be made for costs associated with construction and installation of one (1) precast reinforced concrete pad with imprinted text at Oaklands, which includes mobilization, coordination with structural engineer for all structural components, excavation for footing, design and installation of footing, construction and installation of concrete pad at edge of creek by the springhouse foundation. Interpretive and warning information will be imprinted on the surface of the pad.

1.1.15.2 Unit of Measure

Unit of measure: lump sum.

1.1.16 Sign Panels at Oaklands, Item # 0016

1.1.16.1 Payment

Payment will be made for costs associated with construction and installation of twelve (12) routed four-color embedded graphic panels at Oaklands, which includes attachment to Sign Type B frames.

1.1.16.2 Unit of Measure

Unit of measure: lump sum.

-- End Of Section --

Section C - Descriptions and Specifications

ENVIRONMENTAL GRAPHICS**ENVIRONMENTAL GRAPHICS****PART 1- GENERAL**

1.01 SECTION INCLUDES

- A. All labor, supervision, materials, services, artwork and equipment required in conjunction with the fabrication, finishing, delivery and installation of all signs and sign structures on drawings following this section.
- B. Sign contractor is responsible for obtaining all applicable sign permits and similar fees.
- C. Sign contractor shall schedule a footing inspection with the City of Murfreesboro representative Phillip Moore 615-893-3750 prior to construction of the entry sign base.

1.02 QUALITY ASSURANCE

- A. Single Contractor: All specialty signs shall be contracted through a single firm specializing in this type of work for single source responsibility.
- B. Structural Design: The Contractor shall be responsible for the structural design of the members, components and connections for the sign. The Contractor shall engage a structural engineer licensed in Tennessee to calculate the design loads and confirm the structural adequacy of the sign.
- C. Correction of Defective Work: Work determined to be defective by the Contracting Officer or the Inspection Agency or both, regardless of all previous inspection, shall be corrected to the satisfaction of the Contracting Officer's Representative at no extra cost to the Contracting Officer.
- D. Welders, welding operators and tackers shall be qualified and certified in accordance with the AWS Code by an independent agency.
- E. Measurements: Contractor shall be fully responsible for accuracy of all measurements, verify all dimensions given on the drawings, and make such field measurements as are necessary to lay out the work properly.

1.03 SUBMITTALS

- A. The following items shall be submitted with the bid.
 - 1. Time requirements for completion of sign products following necessary approvals, including the production of all prototypes for approval. For appropriate partial deliveries and for total completion.
 - 2. Time required following the award of contract for all submittals shall also be indicated.
 - 3. If awarded the contract, the Contractor agrees that time is an essential condition of the contract.
- B. Subsequent to award of the contract submit the following:

1. Shop drawings clearly showing materials, type layouts, sizes, methods, finishes, anchorages, connection and other details of construction, as well as the relation to supporting adjacent work where applicable.
2. Submit complete shop drawings and erection drawings for support steel conforming to the requirements of the current AISC specifications. Preparation of shop drawings shall not be sublet without the written permission of the Contracting Officer.
3. No construction shall begin until all shop drawings have had proper approval by Designer and Contracting Officer.
4. A sample of each finish as specified large enough to be used as a basis for comparison and approval during production that represents the extreme variation in color and texture of finished work.
5. Acrylic plastic samples, minimum 6 inch by 6 inch of type and thickness to be used.
6. Color chips of each color, minimum 6 inch by 6 inch applied to material on which they will appear or will be applied.
7. Custom metal extrusions
8. Provide full size prototypes of sign. Prototype can be used for installation after approval.
9. No work shall be executed pertaining to actual construction until written approval of all submittals is received from Contracting Officer's Representative.

1.04 REFERENCE STANDARDS

- A. The work shall comply with requirements of the following specifications, unless otherwise indicated:
 1. Aluminum Association (AA) "Standards for Aluminum Mill Products". "Destination System for Aluminum Finishes", and "Standard for Anodically Coated Aluminum Alloy for Architectural Applications"
 2. American Iron and Steel Institute (AISI)
 3. American National Standards Institute (ANSI)
 4. American Society for Testing Materials (ASTM)
 5. American Welding Society (AWS) "Recommended Practice for Resistance Welding". And "Structural Welding Code", D1.1.
 6. Concrete Reinforcing Steel Institute (CRSI)
 7. Federal Specification (FS)
 8. Manual on Uniform Traffic Controls for Streets and Highways.
 9. National Association of Architectural Metal Manufacturing (NAAMM) "Metal Bar Grading Manual", including Standard Specification, and "Metal Finishes Manual".
 10. National Electrical Code (NEC)
 11. Underwriter Laboratories (UL)
 12. AISC specification for the design, fabrication and erection of structural steel for buildings.
 13. AISC Code of Standard Practice for steel buildings and bridges.
 14. AISC specifications for structural joints using ASTM A325 or A490 bolts.
 15. SSPC PA1 paint application specifications and applicable SSPC surface preparation specifications.
 16. ADAAG- Americans with Disabilities Act Accessibility Guidelines.

1.05 DELIVERY, HANDLING, STORAGE

- A. Products shall be delivered to job site in original protected packaging bearing manufacturer's labels.
- B. Store and protect products in accordance with manufacturer's recommendations.

1.06 PROTECTION

- A. Protect finished work from staining and corrosion as follows:

1. Aluminum shall be separated from direct contact with metals other than stainless steel, zinc, cadmium, or nickel bronze by painting contact surfaces with zinc chromate primer and aluminum paint or with a coat of heavy-bodied bituminous paint or by non-absorptive tape or gasket.
2. Exterior aluminum in contact with wood, concrete or masonry shall be painted with zinc chromate primer and aluminum paint or heavy-bodied bituminous paint.
3. Finished work shall be wrapped with paper, polyethylene film, or strippable waterproof tape for shipment and storage and shall be protected from damage during installation.
4. Protect the work and adjacent work and materials against damage during progress of the work until completion.
5. In the event of damage, the Contractor shall be responsible to make immediate repairs and/or replacements to the approval of the Contracting Officer and at no expense to the Contracting Officer.
6. Splatters, drippings, smear and/or spry shall be completely removed to the satisfaction of the Contracting Officer.

1.07 WARRANTIES

- A. During the warranty period, the Contractor shall restore defective work to the standards set forth in the Contract Documents without any cost to the Government.
- B. Lighting units shall be warranted for one year from final approval date. If a unit becomes non-functional or defective within this year it shall be replaced without cost to the Government.
- C. The joints in acrylic plastic construction shall be warranted for five years against failure or delamination
- D. Hardboard laminations shall be warranted for five years against failure or delamination.
- E. All signs shall be warranted for five years against discoloration and delamination of any portion of the sign.
- G. Raised letters shall be warranted for five years against delamination from the substrate.
- H. All electronics shall be warranted for one year from final approval date.

PART 2- PRODUCTS

2.01 MATERIALS

- A. Aluminum:
 1. Aluminum for hard anodic finish shall be alloy required to produce specified finish and shall be manufactured by the Aluminum Company of America, Kaiser Aluminum, or Reynolds Metal Company, temper as recommended by the manufacturer.
 2. Filler for welding aluminum shall be the alloy recommended for each application by the manufacturer of the aluminum alloy.
 3. Aluminum shapes shall be saw cut smooth and straight and shall be deburred prior to finishing and assembly.
 4. Fasteners shall be 2024 alloy for screws and 6061 for rivets.
 5. Protect finished work from staining and corrosion.
 6. Finished unit shall have no exposed fasteners and seamless faces except as required for service panels. Fasteners on service panels shall be minimal, vandal resistant and finished to match the sign surface.
- B. Plastic products:

1. Acrylic shall be Acrylite Brand or "Plexiglas" manufactured by Rohm & Hass Company. Or as approved. Sheets shall be of size, thickness, finish and color indicated in schedules or drawings notes.
2. Cast Acrylic Sheet: Provide cast (not extruded or continuous cast) methacrylic plastic sheet with a minimum flexural strength of 16,000 psi, ASTM D790, minimum allowable continuous service temperature of 180 degrees Fahrenheit (82 degrees Celsius). Clear sheets shall be colorless with light transmittance of 92 percent, ASTM D1003.
3. Plexiglas acrylic sheet (PAS) shall be of a commercial grade in the thickness required to withstand the intended application. Only approved forming, cutting, joining and finishing procedure shall be used.
4. Machining: Cutting blades shall be hollow-ground, high-speed steel or carbide-tipped crosscut blades. Saws shall have 4 to 8 teeth per inch and shall rotate at a speed of 3,000 to 12,000 linear feet per minute.
6. Drilling: PAS shall be drilled with high-speed steel twist drills.
7. All exposed edges of plastic shall be machine routed smooth free of any saw cut marks or imperfections.

C. Metal Letterforms:

1. Finished to be as scheduled or noted.
2. Fabricated letters to be braced internally where necessary to be free from waves, buckles or warps.
3. Fabricated letters form aluminum shall be heliarc welded in conformance with the American Welding Society and the Aluminum Association's specifications. Metal shall be 3003H14 or 60601 alloys. Thickness to be as follows:
 - a) .063-inch aluminum sheet for letters 6 inches to 24 inches in capital height.
 - b) .087-inch aluminum sheet fro letters 25 inches to 72 inches in capital height.
4. Stainless steel letters shall be formed of stainless steel with No.4 stain finish.

D. Phenolic Panel:

Phenolic panels shall be 'Folia' brand or approved equal.

1. Thickness shall be as shown on drawings.
2. Material shall be exterior grade, UV resistant with 10-year warranty based on ASTM 626/A. No changes after 1200 hours.
3. Frost resistance shall be no change after 15 cycles (16 hrs. ice at -20 degrees C and 8 hrs. thawing in air.)
4. Pollution resistance shall be DIN 500 18. No change after 20 cycles.
5. Edges to be rounded ¼" radius.
6. Corners to be rounded as shown on drawings.

2.02 RELATED MATERIALS

A. Anchors and Fasteners:

1. Provide anchors and fasteners required to secure work in place.
2. Steel anchors and fasteners for exterior use shall be galvanized in accordance with ASTM A153.
3. Wherever possible, anchors to concrete and masonry shall be cast-in-place. Use expansion shields where anchors cannot be located before concrete is poured.
4. Anchors and fasteners for aluminum shall be stainless steel or zinc or cadmium-coated steel and shall be concealed where possible.
5. Anchors, inserts or fasteners shall be compatible with sign materials, shall not result in galvanic action or chemical interaction of adhesives and shall have demonstrable and sufficient strength for intended use.

B. Structural Steel:

1. Structural steel shall comply with requirements of ASTM A36.

2. Bolts, nut and washers shall comply with requirements of the following:
3. High strength bolts- ASTM A325 or A490.
4. Low carbon bolts- ASTM A307.
5. Welding Electrodes shall comply with the AWS Structural Welding Code for welding electrodes for the process used.
6. Paint for all shop coats and field touch-ups shall be Tnemec Company "99 Red Metal Primer".

C. Concrete:

1. Reference Specification: concrete work shall conform to the requirements of ACI 301-72, including revision dated November 1, 1973, "Specification for Structural Concrete for Buildings", except as may be modified below.
2. Concrete work shall consist generally of concrete formwork and reinforcing steel for foundations of sign units and for the replacements of any concrete areas for the installation of these foundations.
3. Furnish excavating, shoring, filling and grading as necessary or incidental to the installation of the concrete foundations.
4. Concrete for foundations and walk replacements shall be 3000 psi mix; water cement ratio to be 5-1/2 gallons per 94 pounds sack of cement, slump not to exceed 4 inches.
5. Metal reinforcement shall be deformed billet steel bars, fabricated forms of steel bars or cold drawn wire as engineered by the Contractor and as shown on the shop drawings. Those materials shall conform in quality to the requirements of the appropriate current standard ASTM Specifications as follows:
 - a) Billet steel bars A615
 - b) Fabricated steel bars or rod mats A616
 - c) Welded steel wire fabric A185, A82
6. Reinforcement over 1/4 inch in size shall consist of an approved type of deformed intermediate grade steel bar or cold twisted structural grade steel bar. Reinforcement 1/4 inch and less in size shall be plain and shall be of intermediate grade, except that such bars may be cold drawn wire. Deformations on reinforcement bars shall conform to ASTM A305. Steel shall be free from paint, oil, dirt, scale or excessive rust.

D. Grout (Non-Shrink):

1. Non-shrink, non-metallic grout shall be Euclid Chemical Co., "EUCO N-S", Master Builders "Master-flow 713" or U.S. Grout Corp. "Five Star Grout".
2. Non-shrink metallic iron grout shall be premixed and package compound: Euclid Chemical Company "Firmix", Master Builders company "Empedo Premix Grout". Sonneborn-Contech "Ferrolith GDS Grout Redimixed" Toch Brothers, Inc. "Irontox Grout Ready-Mix", or as approved.
3. Place grout under bearing surfaces after they have been aligned and leveled. Completely fill space so as to give full and even bearing. Prepare concrete surfaces, mix and apply grout and cure in accordance with the grout manufacture's printed instructions for the purpose intended.

E. Electrical:

1. All materials and workmanship shall meet local, state and federal codes and applicable specifications.
2. All internally illuminated signs shall have zero ballast units for efficient illumination during cold weather periods.

F. Radiant Acrylic Sheeting:

- 3MM Thick by Acrylite Brand.
- Radiates a polychromatic effect.
- Changes colors at different viewing angles
- Uses ambient-light to create own lighting effects.

G. Luminore-

LuminOre® is a patented metalizing process using a cold-spray, cold-cast method of seamlessly applying composite metal to nearly any surface using conventional spray equipment. Each composite consists of:

- A) The metal granule
- B) A hybrid polymer binder
- C) Catalyst

LuminOre® composite metals are not in suspension. The metal and the polymer binder interact in a chemical reaction creating an extremely stable homogeneous composite. After catalyzing, the polymer and metal chemically bond, producing extremely strong adhesion between the composite and substrate.

SUBSTRATE SURFACE PREPARATION: Porous surfaces such as wood or plaster should be sealed with a two part catalyzed primer such as a polyester or urethane. Lacquer and latex primers are not recommended. A wet on wet application of the catalyzed composite over primer is permissible. Non porous surfaces such as fiberglass, plastic, glass and all metals should be sandblasted with 80 grit sand or 100 grit sandpaper to facilitate a mechanical bond.

CURING PROCEDURE: LuminOre® composite metals are mixed with a binder for a cold spray application as well as cold casting.

- A) Brass, Bronze, Nickel-Silver, Iron, Aluminum and Copper can be added up to 98% by weight to binder.
 - B) MEKP (Methyl Ethyl Ketone Peroxide) : 0.05 % in grams of total weight of composite.
- Pot life is 30 minutes and may be extended; coating dries to the touch in approximately one hour. Heat is not required for the curing process. Recommended cure temperature is above 65 F; cure time is overnight, but may be accelerated for polishing purposes. Shelf life of binder at room temperature is 3-4 months; refrigeration of binder at 45 F will increase shelf life to 6-8 months. The metal component does not have a shelf life.

SPRAYING: LuminOre composite metals are cold spray applied with conventional HVLP equipment and cleaned with acetone. Tip orifices ranging from 0.028" to 0.052 may be used. One 8 mil (0.008 in) coat, evenly applied, is adequate to produce all desired effects of the LuminOre® coating. Multiple coats can be applied, waiting 20 minutes between coats; LuminOre® composite metals will stay homogenous regardless of thickness.

FINISHING: The cured composite metals may be sanded, sandblasted, metal polished, wire brushed, acid washed, ground, machined (with adequate thickness), engraved, sealed and treated in the same manner as solid metal.

PHYSICAL PROPERTIES: LuminOre composite metals are class 1, class A fire rated and will not support a flame. All metals are nonconductive electrically, are non-magnetic and do not have a magnetic field, are anti-corrosive and absorb microwave energy. LuminOre composite iron has a magnetic field and is magnetic.

H. Light Fixtures

1)Color Fresco by Color Kinetics, Inc. Exterior high brightness LED soft edge beam with 100-degree angle. 100,000 hour LED life.

- Color Range- 16.7 million (24 bit) additive RGB colors; continuously variable intensity output range.
- Source- High intensity colored LED's
- Beam Angle- 100 degrees
- Housing- Anodized Aluminum
- Connectors- Unterminated power and data cable
- Listings- C-UL US listed, CE certified, Rated IP65

COMMUNICATION

- Data Interface- Color Kinetics data interface system
- Control- Color Kinetics DMX512 (RS85) compatible when using Color Kinetics power/data supply

ELECTRICAL

- Power Requirements- 24 VDC
- Power Consumption- Max.: 6 watts (1'), 24 Watts (4')
- Power Supply- Color Kinetics PDS-150e (item # 109-000008-01)

ENVIRONMENTAL

- Temperature Range- -20 F to 122 F
- Humidity Range- 0-95% non-condensing humidity

2) Colorburst 4 by Color kinetics, Inc. Exterior high brightness LED soft edge beam with 350-degree locking fixture rotation and 350-degree locking base swivel. 100,000 hour LED life.

- Color Range- 16.7 million (24 bit) additive RGB colors; continuously variable intensity output range.
- Source- High intensity colored LED's
- Beam Angle- 33 degrees
- Housing- Die cast aluminum, black powder coat
- Listings- C-UL US listed, CE certified, Rated IP65

COMMUNICATION

- Data Interface- Color Kinetics data interface system
- Control- Color Kinetics DMX512 (RS485) compatible when using Color Kinetics power/data supply

ELECTRICAL

- Power Requirements- 24 VDC
- Power Consumption- 10W Max. at full intensity (full RGB)
- Power Supply- Color Kinetics PDS-150e (item # 109-000008-01)

ENVIRONMENTAL

- Temperature Range- -4 F to 122 F
- Protection Rating- IP66

I. Binoculars

SeeCoast Manufacturing Company, Mark II Automatic Focus Binocular

- HT 58"
- WT 32 Lbs
- Binocular Width 12 Inches
- Binocular Length 18 Inches
- Standard Base 10 inch diameter
- Housing Movement 360 degree rotation, 45 degree up and 45 degree down
- Power 10 X 40
- Field of View 367' at 1000 yards
- Exit pupil 4mm
- Rel Brightness 24
- Twilight Factor 20

2.03FINISHES

- A. Paints and inks required shall be made for the surface material on which they are to be applied, and to be applied as recommended by the manufacturer of the paint or ink.

- B. Prime coats or other surface pre-treatment where recommended shall be included in the work.
- C. Paints or inks and finishes shall be guaranteed not to cause discoloration, deterioration or delamination of any materials used in fabrication
- D. Sign colors shall match approved samples and shall be exactly as specified in unit description. Sign colors shall be consistent in chroma and value, shall maintain proper opacity or translucency and shall be free of all imperfections.
- E. Sign finish shall be satin matte and not exceed 15 degrees of gloss unless otherwise specified. Sign finish shall be smooth and free of all imperfections.
- F. Acrylic paint shall be 100 percent acrylic resins. Paint color shall match specified.
- H. Block out white paint shall be standard with the manufacturer or the approved finish system
- I. Clean coatings shall be "Global Guard" as manufactured by Laclede Research Labs, or approved equal. To protect graphic painting apply a clear, water-based plastic coating. The coating shall not yellow or discolor, shall not be affected by pollutants or by climatic conditions. Graffiti shall not penetrate its surface. Application and maintenance shall follow manufacturer's instructions.
- J. Urethane Paint (On Aluminum): Paint shall be Matthews Acrylic Polyurethane (MAP), and ultraviolet inhibited aliphatic isocyanate/acrylic system
- K. Manufacturer of epoxy shall be Glidden-Durkee Division of SCM Corporation, or approved equal.
- L. Degreasing solution shall be Anchem Products, Inc. "Deoxidene" or epoxy manufacturer's recommended brand.
- M. Air Dried Enamel: Air dried enamel finish shall have a minimum coating thickness of 1.5 mils and show no corrosion when tested in accordance with salt spray test, federal test method No. 151, for 96 hours. Finish work shall be smooth and free of imperfections.

2.04 FABRICATION

- A. General: fabrication of signage assemblies shall be in accordance with approved shop drawings and manufacturer's recommendations.
- B. All copy must be reproduced accurately and free from distortion. Round positive or negative corners, nicked or ragged edges are not acceptable. The sign Contractor is responsible for submitting and receiving approvals for any message layouts that must be altered from specifications because of size constraints.
- C. Routed Letterforms: All copy shall be of the computer-generated type, free of any distortion. Hand cut letterforms are subject to rejection.
- D. Support Steel:
 - 1. Fabrication shall comply with requirements of the AISC specifications, unless otherwise specified.
 - 2. Provide all connections necessary for complete erection. Unless otherwise indicated, shop connections shall be welded.
 - 3. Welding shall be in accordance with the approved welding procedures and AWS Structural Welding Code.

4. Furnish loose leveling plates for column erection. Installation of leveling plates is included under this Section.
5. Furnish anchor bolts as indicated to be embedded in concrete, including nuts, lock washers and washers. Detail anchor bolts such that the projection above the nut after column is in place is equal to the diameter or the anchor bolt.
6. Notify Contactor for other trades so that holes in structural steel can be provided for attachment of their work where required. Provide necessary holes if information is received prior to fabrication.

E. Painting:

1. In general, paint application shall be by airless spray. All applications must meet approval of the Contracting Officer's representative.
2. Apply paint only when the relative humidity is below 85 percent and ambient temperature is above 55 degrees Fahrenheit.
3. Paint shall not be applied until the preceding coat has dried.
4. Clean and prepare surfaces according to the manufacture's printed instructions.
5. Ferrous Metals:
 - a) Prepare surface by removing loose mill scale, rust, accessible slag or flux deposit, dirt or any foreign matter by powder brushing. Remove oil and grease deposits by solvent.
 - b) After cleaning, give surface one shop coat of prime paint. Apply thoroughly and evenly to a dry surface. Surfaces inaccessible after assembly or erection shall be given an additional shop coat of a different color than the first coat. Each coat shall have a minimum dry film thickness of 2.5 mils.
6. Aluminum shall be pre-treated and recommended by the paint manufacturer, including:
 - a) Degreasing process and rinse.
 - b) Chemical etching process and rinse.
 - c) Deoxidizing process and rinse.
 - d) Chromate process ASTM B499, rinse and dry.
 - e) Prime surfaces with manufacture's recommended primer.
 - f) Apply paint at the rate of 2.5 mils per coat by air or airless spray, brush or roller. Coating shall be even and free from any marks or streaks.
7. Before application of the finish paint, touch up all chipped or abraded areas within boundaries of graphic painting. Touch up paint shall be same formulation and color as original paint.
8. Acrylic paint shall be applied with brush, spray or silk screened.
9. Epoxy Paint
 - a) Surface temperature for application shall be between 50 degrees and 7- degrees Fahrenheit.
 - b) Apply primer in one coat to dry film thickness and 1 12/ mils. Apply enamel in one coat to dry film thickness of 3 mils.
 - c) If system is applied in the shop, protect finished work from damage during shipment and installation. Touch up abraded areas with enamel after installation.
 - d) If system is applied in field, protect adjacent work and remove spots for adjacent work.
 - e) Finish shall be protected from dirt and damage and adverse climatic conditions during the curing period.
10. Coatings applied by the approved method shall be thinned only to provide the required workability. Apply coats uniformly, free from runs and brush marks and streaking.

PART 3- EXECUTION

3.01 INSPECTION

- A. General: Examine the substrate and the conditions under which the graphics are to be installed. Do not proceed with work until unsatisfactory conditions detrimental to the timely and proper completion of the work have been corrected.

- B. Verify field dimensions.

3.02 PREPARATION

- A. Templates: Provide pre-spaced templates of all letters, numbers or symbols that are to be individually installed at the job site. Coordinate with the Contract Document's drawings, templates and directions for the installation of items having anchors that are to be embedded into substrates.
- B. Surface Preparation: Cleaning and preparation of surfaces shall not damage or in any manner harm substrates. Do not apply any graphic finishes until substrates have been approved for application of graphics.

3.03 STEEL ERECTION

- A. In planning the method of erection, make full allowance for obstructions encountered that may result from work performed by other trades as well as the operations of the Contracting Officer.
- B. Furnish and deliver to the job site anchor bolts, leveling plates and templates for setting the bolts.
- C. Furnish and place all temporary bracing necessary for erection before bolting and welding. Only light drifting will be permitted to draw parts together. Drifting to match unaligned holes will not be permitted. Enlargement of holes necessary to make connections resulting from misfit shall be done by drilling and reaming and the proper size bolt shall be used.
- D. Concrete footings with embedded anchor bolts with nuts and washers shall be in place to receive steel beams. Erection onto concrete footings and pads shall not commence until concrete has reached a fully cured state.
- E. Field Connections: Field connections shall be bolted or welded as indicated. High strength bolts shall be used for bolted connections or primary framing members, struts, ties and other members that form a part of the bracing system.
- F. Field Welding: Field welding will be permitted only where indicated on design and approved shop drawings. Field welding shall be in accordance with the approved welding procedure and the AWS Structural Welding Code.
- G. Flame-Cutting: No flame-cutting will be permitted without the consent of the Contracting Officer. If consent is given, flame-cut members shall be finished to an acceptable appearance equal to a sheared finish.
- H. Erection Tolerance: Steel shall be erected plumb, level and aligned, with a tolerance not exceeding a proportional error of 1 to 500 for individual pieces.
- I. The work will be inspected in the shop and at the project site by an independent inspection agency, engaged and paid by the Contracting Officer. Such inspection shall not relieve the Contractor of their responsibility to furnish materials and workmanship in accordance with the Contract Documents.

3.04 INSTALLATION

- A. General: The Contracting Officer's Representative shall be notified 24 hours in advance of the start of installation to be present at the start of installation to examine installation and critique Sign Contractor's work and methods. All graphic items shall be located by temporary methods until filed approval of locations can be made. Install all signs using personnel thoroughly familiar with procedures used. Install sign units

level, plumb and at height indicated with sign surfaces free from cracks, chips or other defects or appearance.

3.05 CLEANING AND ADJUSTMENT

- A. After erection, field welds, field bolts and voids or abrasions in shop coat shall be cleaned, degreased and touched up with same paint used for shop coats. Surfaces to be field painted shall be cleaned and left in condition acceptable for the application of finish paint or fireproofing.
- B. Where necessary for a subsequent Contractor to remove mud or other foreign material or repair shop coat in preparation for finish painting, this will be done at the Contractor's expense.
- C. All installed units are to be left level and fully cleaned on the agreed date of completion by the Contractor/Installer.

CONCRETE RESURFACING

SECTION 03900: CONCRETE RESURFACING SYSTEM

1. GENERAL

A. Scope: This specification covers Concrete Resurfacing System, including all materials, labor, equipment and services necessary to complete this work.

B. Code Compliance: ASTM C-109, ASTM D-2047, ASTM E-84, ASTM E-119

C. Qualifications of Installer: Only craftsmen who have a demonstrable skill in the work covered under this specification shall be employed in its performance. A firm with a minimum of one (1) year's experience in the application of materials similar to those specified herein shall be used.

D. Submittals:

- 1. Literature: Submit name of Resurfacing System company that is being used, and the literature on the exact products that are to be used. Submit with the literature of the product's information on emissions of VOC's, etc. (MSDS).
- 2. Samples: Prepare a 3' x 3' area or suitable sample for review by the Contracting Officer's Representative. Do not proceed with resurfacing until Contracting Officer's Representative approves the sample area.

E. Warranties and Guarantees: Issued by the independent, installing Dealer to his retail customer and normally for a period of one (1) year. Additionally, a Dealer may, at his option, issue an extended warranty along with an annual maintenance agreement. **Note:** All PERMA•CRETE® Dealers are independently owned and operated, and all product installations are the sole responsibility of the independent Dealer.

F. Jobsite Safety: The General Contractor shall be responsible for initiating, maintaining and supporting all lawful safety precautions and programs in connection with the performance of the work in this specification. The General Contractor shall immediately stop the work if there is a clear and present danger to any personnel. Review paragraphs 4.2.3, 4.2.7, and 10.1 of AIA Document A201/1987 and comply.

2. PRODUCTS

A. Quality Standard: PERMA-CRETE®, 1101 Menzler Road, Nashville, TN 37210; Tele 800-607-3762; Fax 615-834-1335, http://www.permacrete.com/a_architects/ - top (PERMA-CRETE® information used below).

B. Features: Resurfacing System shall have over 6000 PSI compressive strength that provides an architectural, load-bearing surface. It should be sealed and nonporous, resist chemicals and withstand freeze-thaw cycles as well as intense heat and ultraviolet sunrays. It should be easily applied over existing surfaces such as concrete, aggregate, masonry, brick, steel or foam. Four parts with characteristics follow (based on PERMA-CRETE® system).

1. Matrix Mix (PERMA-CRETE®):
 - a. Concrete compound with a blend of special cements and additives.
 - b. Bonds securely to unpainted concrete surfaces.
 - c. Used to repair cracked, chipped, spalled and broken concrete bridges, road surfaces, walks, curbs, loading docks, ramps and cement tile roofs.
 - d. Non-shrinking.
 - e. Used in thickness of 1/8" to 3/4". (Maximum up to 2" when mixed with washed peagravel).
 - f. Open to foot traffic in 12-24 hours at 72°F. Open to vehicular traffic in 48-72 hours at 72°F.
 - g. Design strength exceeds ASTM C-387 for High Early Strength Concrete.
2. Matrix Bonding Additive (PERMA-CRETE®):
 - a. High-solids, water soluble acrylic polymer compound used specifically for modifying a Portland Cement composition such as Matrix Mix.
 - b. Used for bonding old concrete to new, patching and resurfacing, spray and fill coats, repairing precast building panels and beams, or repairing industrial floors, highway bridge-decks, and airport runways & ramps.
3. Matrix Colorant (PERMA-CRETE®):
 - a. Liquid, water based pigment formulated for lasting durability.
 - b. Mixed into the Matrix Mix and Bonding Additive mixture.
 - c. Also used in hand coloring of the finished product (patterns) before sealing.
 - d. Colors should be highly resistant to fading or discoloration indefinitely.
 - e. Not affected by temperature fluctuations.
 - f. Custom or standard colors shall be available.
4. Perma-Seal Sealer (PERMA-CRETE®):
 - a. Penetrating acrylic, sealer stain applied over Matrix mixture and dries hard.
 - b. Can be applied to unpainted concrete or masonry surfaces.
 - c. Resistant to chemicals, acids, salts and detergents.
 - d. Provides a strong protective finish that resists cracking, chipping, peeling and mildew.
 - e. Resistant to freeze-thaw cycles.
 - f. Non-flammable and non-toxic.
5. Color: To match selected sample from PERMA-CRETE® Color Fan Deck.
6. Texture: Slip and skid resistant (similar to a sandblasted finish).

3. EXECUTION

A. Storage and Handling of Materials:

1. All materials used on the job shall be **stored** in a single place designated by the Contracting Officer's Representative. Such storage place shall be kept neat, clean, dry and between 40°F - 90°F and all damage thereto or to its surroundings shall be made good by the Resurfacing Contractor.
2. All used waste or trash must be **removed** from the building or site location each night, and every precaution taken to avoid the danger of fire.
3. The Resurfacing Contractor shall **protect** surfaces and objects outside the building, as well as the grounds, lawns, shrubbery, and adjacent properties against damage. The Resurfacing Contractor shall hold himself responsible for damage to adjacent surroundings.
4. At **completion** of work, the Resurfacing Contractor shall remove from the premises all surplus materials and all debris created by him; he shall remove all splatters and leave his part of the work in a clean and finished condition.

B. Environmental Conditions Criteria: If applying below 50°F, check manufacturer's recommended procedure.

C. Surface Preparation:

1. If previous coatings of paint, glue or varnish, are present, they must be removed by shot blasting, electric disk grinder or an appropriate removal product such as Perma-Strip Remover (**PERMA-CRETE®**). If grease or oil are present, they must be removed with an appropriate removal product such as Orange Power Degreaser (**PERMA-CRETE®**).
2. Ensure that no utility lines are present within the surface area.
3. Surface Cracks:
 - a. Determine cause of cracks (shifting surface, lack of expansion joints, surface material failure, substrate deterioration, etc).
 - b. For cracks wider than 1/4", wear protective goggles and saw-cut length of crack at least 1/2" deep to open and penetrate bottom of crack into slab to ensure crack repair material has proper bonding capability.
 - c. For cracks up to 1/4" wide, wear protective goggles and saw-cut length of crack at least 3/4" deep to open and penetrate bottom of crack into slab to ensure crack repair material has proper bonding capability.
 - d. If crack is wider than 3/8" and through slab, fill crack from bottom of slab to within 1" of surface with Matrix mixture prior to crack repair; if crack is 1/8" to 3/8", fill entire crack from top to bottom of slab with crack repair material such as Perma-Bond Crack Repair (**PERMA-CRETE®**) and coarse sand. Allow mixture to harden.
 - e. For aggregate surfaces, saw out cracks and completely fill with crack repair material along with coarse sand, and then level aggregate surface with skim coat of Matrix mixture before proceeding.
4. Surface Cleaning:
 - a. Apply appropriate undiluted cleaning agent containing ethylene glycol monobutyl ether such as Blue Nitro Cleaner (**PERMA-CRETE®**) with hand sprayer over entire surface. Allow to penetrate and dissolve any film contaminants for approximately 5-10 minutes.
 - b. After scrubbing the surface with synthetic brush or broom to remove deep dirt and contaminants, pressure wash the surface (3000 psi minimum) before cleaning agent dries on the surface.
 - c. If mildew is present, chlorine bleach shall be applied to those applicable areas after cleaning

agent is applied.

d. For very smooth concrete or other nonporous surface, a 15 second surface wash with muriatic acid to etch the surface is recommended using a 6 to 1 mix or stronger before thoroughly rinsing the surface. (Note: Concrete must be at least 7 days old prior to muriatic acid washing).

e. Low spots in the surface which collect water should be marked or outlined so they can then be parged and leveled with a Matrix Mix skim coat.

f. Use electric blower to remove leaves, debris or dust prior to parging or leveling (Note: Dust left on the surface prior to the Matrix Mix skim coat or texture coat applications can cause these applications to later delaminate).

g. Ensure that parged areas and remaining surfaces are thoroughly dry.

D. Protection of Adjacent Work: Surrounding areas that are not to be resurfaced with Matrix Mix should be taped off and covered with plastic or paper. Tape all expansion joints with adhesive tape (remove after Matrix Mix texture coat application and before Perma-Seal Sealer application).

E. Workmanship and Installation:

1. Skim Coat Application: For concrete, aggregate or other surfaces that are spalled (deteriorated & "peeled"), delaminated (a layer of the surface has come up), or have had crack repair applied, a skim coat of Matrix Mix over the entire surface is needed to provide a smooth surface later for the Matrix Mix texture coat application (Note: Do not apply on new concrete which has less than 7 days cure time).
 - a.** Do not apply on asphalt or wood without specific technical advice from manufacturer.
 - b.** For vertical surface applications see (4) below. For pool interior surfaces see (5) below.
 - c.** Stir Matrix Mix and Bonding Additive together as recommended by manufacturer.
 - d.** Low spots or fill areas to be leveled with a thick coat of Matrix Mix should first receive a liquid coating of Bonding Additive and allowed to dry prior to the Matrix skim coat application. Do not apply over 3/4" thickness of Matrix Mix without allowing it to fully set before applying further fill. Wet-sponge applications over 1/4" thickness to avoid shrink cracking
 - e.** If a two-color pattern is desired, add correct quantities of Matrix Mix Colorant to the Matrix skim mixture to achieve desired color for grout lines in the (tile, brick or other) pattern.
 - f.** Pour Matrix Mix onto surface and spread over entire surface area with a squeegee or trowel to minimize thickness necessary to level and smooth over spalling or surface deterioration. When skimming the entire surface, it is more important to level the low areas and properly cover the deteriorated areas rather than measurably adding to the high or smooth areas.
 - g.** Before skim coat dries, use hand trowel to remove excess skim build-up along surface edges.
 - h.** When skim coat is dry, scrape or rub surface to remove any ridges or burrs left by squeegee or trowel procedure.
 - i.** Remove dust with an electric blower.

2. Texture Coat Application: This will create the visible surface to the end user and should be applied with extreme care. Do not apply on new concrete which has less than 7 days cure time.
 - a.** Do not apply on asphalt or wood without specific technical advice from manufacturer.
 - b.** For vertical surface applications see (4) below. For pool interior surfaces see (5) below. If applying two-color patterns, see (3) below.
 - c.** Stir Matrix Mix and Bonding Additive together as recommended by manufacturer.
 - d.** If a two-color pattern is desired, add correct quantities of Matrix Colorant to Matrix Mixture to achieve proper color for tiles, bricks or other in the two color pattern.
 - e.** For surfaces that require a smooth finish, steps (f) through (k) below can be eliminated. (Note: A smooth finish surface can be sprayed, or applied with a short napped roller, or squeegee with one or two light applications and left as is).
 - f.** Use an air compressor with hopper gun attachment to apply Matrix mixture. Set the compressor at 5-10 psi and the hopper gun nozzle on the largest spray orifice.

g. Pour mixture into hopper and spray a consistent pattern of small cones or peaks 1-2 inches apart.

h. Within minutes, as sprayed mixture begins to harden, hand trowel finish with steel hand trowel in same or alternate directions, thereby creating the desired textured appearance.

i. Allow finish to completely harden and thoroughly dry.

j. Scrape or rub surface to remove any peaks or burrs.

k. Remove previously applied adhesive tape from expansion joints.

l. Use an electric blower to remove dust.

m. Apply self-leveling, colored caulk such as Perma-Caulk Sealant (**PERMA-CRETE®**) to all existing or newly installed expansion joints.

n. Ensure that finish is smooth and dry before applying Perma-Seal Sealer.

3. Two-Color Pattern Application: This procedure requires two applications of Matrix Mix (skim coat and texture coat).

a. Stir Matrix Mix and Bonding Additive together as recommended by manufacturer.

b. Add correct quantities of Matrix Colorant to Matrix mixture to achieve proper color for grout lines in the tile, brick or other pattern.

c. Pour mixture onto surface area and spread skim coat over entire surface area with a squeegee or trowel to a minimum thickness necessary to provide a consistent grout line color (normally 1/16" on smooth surface; greater if leveling is required).

d. When skim coat is dry, scrape or rub surface to remove any ridges or burrs left by squeegee or trowel application.

e. Use electric blower to remove dust.

f. Using an airless paint sprayer, apply one to two very light mist coats of Perma-Seal Sealer necessary to achieve desired grout line color which is compatible with the Colorant used in the skim coat mixture; allow to thoroughly dry (1-2 hours at 72°F).

g. Using a mechanical measuring tape or premeasured Adhesive Pattern Tape (**PERMA-CRETE®**), mark off grout lines to create desired size of tiles or bricks; or measure surface for installation of a Pattern Template (**PERMA-CRETE®**).

h. Use reinforced adhesive tape and carefully apply to marked off grout lines; or apply pattern template to the surface.

i. Be sure that tape or template is applied evenly and completely adheres to surface.

j. Follow step (a) above and mix more Matrix mixture for the texture coat application; add correct quantities of Colorant to Matrix mixture for proper coloration of bricks, tiles or other in the application.

k. Apply mixture by hand trowel, sprayer, or short napped roller depending upon type finish desired.

l. Within minutes, as the applied mixture begins to harden, hand trowel a finish on the sprayed application with steel hand trowel in same, or alternate directions creating the desired texture or lace appearance.

m. For brick applications, use a small whisk broom and broom finish the brick surface pattern for a brick-textured look.

n. Use airless paint sprayer to apply 2-3 coats of Perma-Seal Sealer to finished pattern that is compatible with the Colorant used in the texture coat mixture; allow final sealer coat to dry (30-40 minutes at 72°F) and then remove tape while surface is still damp to ensure even breakage along the tile, brick or other edges.

o. If a pattern template was used, do not remove template after broom whisking the surface; allow surface to thoroughly dry; apply two coats of Perma-Seal Sealer with airless sprayer; allow Sealer to thoroughly dry and then remove template; if necessary, touch up any bleed through into grout lines with grout line colored Perma-Seal Sealer.

p. After textured finish and Perma-Seal Sealer are completely dry, sweep, rub and blow surface and pattern edges free of dust and loose particles remaining from tape or template removal.

q. Apply a final, light coat of Perma-Seal Clear Sealer to entire surface after preceding step. This will provide additional protection as well as darken and blend the non-sealed edges of the tiles or bricks that

were partially covered by the use of the template or tape.

r. Inspect surface carefully to ensure that finish is smooth and dry. Leave ample ventilation for 5-6 hours.

4. Vertical Surface Application: This section refers to applications on concrete, masonry, brick or ICF foam block vertical surfaces, but does not include pool interior surfaces.

a. Vertical surface applications may require 2-3 light applications of Matrix Mix before applying Perma-Seal Sealer.

b. On previously existing and older, vertical surfaces, apply surface cleaner [as described in 3C (4) (a)] undiluted with hand sprayer over entire surface (Note: **New** construction surface dust and contaminants can usually be removed with 2000 psi pressure washing only).

c. Allow surface cleaner to penetrate and dissolve any deep film contaminants for 5-10 minutes before pressure washing surface with 3000 psi minimum (However, do **not** allow cleaner to dry on surface before pressure washing).

d. Repair all surface cracks in concrete or masonry with appropriate epoxy gel crack repair product such as Perma-Gel Epoxy (**PERMA-CRETE®**).

e. Stir Matrix Mix and Bonding Additive together as recommended by manufacturer.

f. Use Matrix mixture to fill any cracks or seams in foam blocks or masonry and then spray entire surface area with light coat of Matrix mixture before applying a fiber cloth mesh sheeting such as Perma-Mesh Fiber Cloth (**PERMA-CRETE®**) to the surface area. Lightly trowel mesh down into Matrix mixture.

g. Continue with further applications of Matrix application(s) to completely fill and cover fiber cloth mesh on surface area.

h. By using spray hopper assembly or continuous PowerFlo unit (**PERMA-CRETE®**), or hand troweling, apply initial application of Matrix mixture colored with desired Colorant, to entire surface and parge uneven areas to achieve smooth, level surface.

i. Note: Before application of final texture coat, expansion joints may be added. Expansion joints should be installed at each floor level; at changes or breakpoints in the wall substrate; and at the building structure's existing control or expansion joints. Note: After the final texture coat application, all joints must be caulked with Perma-Caulk Sealant, or equivalent, and, if required by architectural specs, capped with an expansion joint insert.

j. Apply additional applications of mixture as needed to achieve proper coverage (minimum 3/16" completed thickness) and hand trowel surface to desired texture or allow sprayed application to remain as the (stucco type) surface finish.

k. To achieve a "worm-like" or scraped surface finish, use heavy grit Matrix (containing coarse sand) such as Perma-Grit, Tropic-Grit or Polar-Grit Matrix Mixes (**PERMA-CRETE®**) and hand trowel surface.

l. Apply Perma-Caulk Sealant, or equivalent, and approved weather stripping around all doors and windows.

m. After all Matrix applications have fully hardened, use airless paint sprayer or roller, along with cut-in brush, to apply 2-3 applications of Perma-Seal Sealer (water base) as needed to surface in the color that complements the Colorant previously used in Matrix Mix applications.

n. Never use solvent base sealers on the Matrix applications of any foam surface as the solvents may deteriorate the foam through any pinholes left in the Matrix application.

o. Ensure 2-4 hours dry time before surface contact with rain, dew, or freezing temperatures.

5. Perma-Seal Sealer Application (Water Base): Ensure proper ventilation during application.

a. Use waterbase stain sealer such as Perma-Seal Sealer that complements the Colorant previously used in Matrix Mix applications.

b. Cut in edges of surface area with two-inch brush.

c. Use airless paint sprayer or roller to apply stain sealer to remaining surface, including previously caulked expansion joints.

d. Apply 2-3 coats of stain sealer by roller or three coats by airless paint sprayer; second or third coat must be completely dry before applying additional coat of sealer.

e. For additional non-skid features, add shot blasting sand or SkidTex onto first color coat of stain sealer.

f. Apply light, additional coat of clear sealer on driveways and high traffic areas, if desired.

- g. Allow 2-4 hours dry time before surface contact with rain, dew, or freezing temperatures.
- h. Allow light foot traffic the first day after 6-12 hours at 72°F. Wait 1-2 days at 72°F for heavy foot traffic. Wait three days at 72°F before setting potted plants and furniture or allowing vehicular traffic.
- i. Ensure that ample ventilation remains during initial 2-4 hours dry and cure time.

STONE

SECTION 04410

STONE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope: Provide all of the labor, materials, equipment and services required to furnish and install the stone.

1.02 QUALITY ASSURANCE

- A. Single Sources:
 - 1. Do not change source for rough-cut stone veneer.
 - 2. Do not change sources for mortar materials.
- B. Approval and Selection of Materials and Work:

The selection of all materials and the execution of all operations required under the specifications and drawings is subject to the approval of the Contracting Officer. The Contracting Officer has the right to reject any and all materials and any and all work, which, in the opinion of the Contracting Officer does not meet the requirements of the Contract Documents at any stage of the operations. The Contractor shall remove rejected work and or materials from job site and replace promptly.

1.03 SUBMITTALS

- A. Submit colored mortar mix design proposed for rough-cut stone masonry. Submit sample of materials upon request.
- B. Samples:
 - 1. Submit five individual samples of each type of rough-cut stone.
 - 2. Show extreme variations in color and texture.
 - 3. Submit sample of colored mortar.
- C. Job Mock-up; veneer
 - 1. Prior to installation of stonework, provide sample panels of stonework indicated with proposed range of color, texture and workmanship to be expected in completed

work. Build mock-up at the site, approximately 4' x 4', using stone, as required by the Contract Documents.

2. Obtain Designer's acceptance of visual qualities of sample panels before start of stonework. Replace unsatisfactory mock-up work until acceptable to the Designer. Retain sample panels during construction as a standard for judging completed stonework. Do not alter, move or destroy mock-up until work is completed and accepted.

1.04 PRODUCE DELIVER, STORAGE, AND HANDLING

- A. Store rough-cut stone and cement off the ground to prevent contamination by mud, dust, or materials likely to cause staining or other defects.
- B. Cover materials as necessary to protect from elements.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Protection: Protect in-place masonry when air temperature is below 40 degrees F as follows:
 - 1. Average daily air temperature 40 degrees F to 32 degrees F: Protect masonry from rain or snow for 24 hours after erection.
 - 2. Average daily air temperature 32 degrees F to 25 degrees F: Cover masonry for 24 hours after erection.
 - 3. Average daily air temperature 25 degrees F to 20 degrees F.
 - a. Provide heat sources on both sides of masonry construction.
 - b. Provide wind breaks for wind velocity in excess of 15 mph.
 - c. Cover masonry with insulation blankets for 24 hours after erection,
 - 4. Average daily air temperature is below 20 degrees F.
 - a. Provide enclosures and heat to maintain air temperature above 32 degrees F.
 - b. Maintain constructed masonry temperature above 32 degrees F for 24 hours after erection with enclosures and supplemental heat.
- B. Hot Weather Protection: Protect masonry construction from direct exposure to wind and sun when erected in an ambient air temperature of 99 degrees F in the shade with relative humidity less than 50%.

1.06 PROJECT CONDITIONS

- A. Installer must review installation procedures and coordination with other work, with Contractor, and other contractors and subcontractors whose work will be affected by stonework.
- B. Protection:
 - 1. Cover top of work with non-staining waterproof coverings at end of each day or shutdown.

2. Cover partially completed work with non-staining waterproof membrane when work is not in progress.
 3. Provide minimum 2'-0" overhang of protective covering on each side of work, securely anchored.
 4. Do not apply concentrated loads for at least three days after completing masonry work.
- C. Remove and replace stonework determined to be damaged by freezing conditions.
- D. Lay stone only when the temperature is 38° or above, and rising. Do not use frozen materials or materials mixed or coated with ice or frost. Do not use salt to thaw ice. Do not lower the freezing point of mortar by use of admixtures or anti-freeze agents, and do not use calcium chloride in mortar or grout.
- E. Do not build on frozen work; remove and replace stonework damaged by frost or freezing.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rough Cut Stone:
1. Indiana Oolite Limestone to be sound with no visible seams or strata and to contain no shale, blue black in color
 2. Color: Gray to buff
 3. Size: Veneer: 3"-8" height, 4" thick, and 6"-12" length with all pieces having a pitched face.
- C. Mortar: shall contain river sand for concrete, which may contain small pebbles up to 1/16" in diameter. Do not use manufactured sand. Mortar color shall match stone color. Shall be type S cement (non-staining) used at a ratio of 20 shovels or clean sand per 75 pound bag of cement. Use only enough water to maintain a pliable, not runny consistency.
- D. Ties To Backup: Corrugated metal ties, 22 ga. and not less than 7/8" wide and 7" long with one end crimped for attachment to substrate. Size to extend to within 3/4" of face of veneer. Hot dip galvanized after fabrication with 1.5 oz. zinc coating, ASTM A153, Class B2.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Condition of Services: Inspect backup material and foundations to assure surfaces to support rough-cut stonework are as follows:
1. To proper grades and elevations.
 2. Free of all dirt and other deleterious materials.
 3. All surfaces not properly prepared have been satisfactorily corrected.

3.02 PREPARATION

- A. Advise installers of other work about specific requirements relating to his placement of inserts, which are to be used by stonemason for anchoring and supporting of stonework.
- B. Clean stone before setting by thoroughly scrubbing with fiber brushes followed by a thorough drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh fillers or abrasives. If not thoroughly wet at time of setting, drench or sponge stone.

3.03 INSTALLATION

A. General

1. Execute stonework by skilled mechanics, and employ skilled stone fitters at the site to do necessary field cutting, as stone is set.
 2. Do not install cracked or broken stone materials.
 3. Use masonry saws, hammers, chisels or brick guillotine to cut and fit exposed units.
 4. Lay stone true to line and with courses sloping with finish grade.
 5. Lay stone in random pattern. Do not work in segments. Do not work from both ends toward the center. Hold individual stones level with the use of stone chips. Once the mortar is set, remove the chips. Allow no voids 3/4" or larger.
 6. Do not furrow bed joints.
 7. Stop off horizontal run by racking back in each course; toothing is not permitted.
 8. Adjust stone to final position while mortar is soft and plastic. If units are relay displaced after mortar has stiffened, remove, clean joints and units of mortar, and with fresh mortar.
 9. When joining fresh masonry to set or partially set masonry:
 - a. Remove loose stone and mortar.
 - b. Clean and lightly wet exposed surface to set masonry prior to laying fresh masonry.
 10. Fill cavity with mortar and non-facing quality stones and chips during construction.
 11. Tie exterior wythe to back-up with individual metal ties spaced not more than 16" o.c. vertically and 16" o.c. horizontally. Stagger in alternate courses.
- B. Remove excess mortar and make joints slightly recessed from face of stones.
 - C. Acceptable joint width range shall be 1/2" - 3/4".
 - D. Facing stones shall be free of mortar drips.
 - E. Mortar shall be firmly bonded to facing stones.

3.03 POINTING and CLEANING

- A. Cut out any defective joints and holes in exposed masonry and repoint with mortar.
- B. Dry brush masonry surface after mortar has set at end of each day's work and after final pointing.
- C. Clean exposed masonry with stiff brush and clear water.

- D. Leave work area and surrounding surfaces clean and free of mortar spots, droppings and broken masonry.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

SPECIFICS

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-SEP-2004	1	CONSTR BR,NASHVILLE RES. OFC. DAVID LOYD 3711 BELL ROAD NASHVILLE TN 37214-2660 615 369-7552 FOB: Destination	H3P0000

DELIVERY, HANDLING, STORAGE

- A. Products shall be delivered to job site in original protected packaging bearing manufacturer's labels.
- B. Store and protect products in accordance with manufacturer's recommendations.
- C. Finished work shall be wrapped with paper, polyethylene film, or strippable waterproof tape for shipment and storage and shall be protected from damage during installation.

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA

96X31220000 082438 3230GC73GC014193 NA 96403
 COST 000000000000
 CODE:
 AMOUNT: \$1.00

PAYMENT:

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

INVOICING:

One copy of each invoice shall be submitted to each of the following:

- D. U.S. Army Corps of Engineers, Nashville District
ATTN: Sue Ferguson, CELRN-PM-P
P.O. Box 1070
Nashville, TN 37202-1070

- E. U.S. Army Corps of Engineers, Nashville District
ATTN: J.W. Purcell CELRN-CT
P.O. Box 1070
Nashville, TN 37202-1070

Section H - Special Contract Requirements

RELEASE OF INFORMATION & PPIMS**INCORPORATION AND RELEASE OF PROPOSAL INFORMATION IN CONTRACT**

Upon award of the contract, line item prices become part of the contract, become public property and will be released if requested.

All other parts of the successful offeror's proposal are subject to the rules of the Freedom of Information Act.

PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

F. Reference FAR 42.15, Contractor Performance Information, and AFARS 42.15 Contractor Performance Evaluation.

G. Performance evaluations will be performed on all service and supply contracts including individual Individual delivery orders, having a value in excess of \$100,000.00.

H. Performance elements to be evaluated are the contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, forecasting and cost control, administrative aspects related to performance, cooperation with and commitment to customer satisfaction.

I. Interim performance evaluations are prepared annually and for unsatisfactory performance. A final performance evaluation shall be prepared after contract completion.

J. The contractor has the right to appeal in writing any final unsatisfactory performance evaluation within 30 calendar days to the Commander of the Contracting Activity. A final evaluation is the one prepared after the contract is completed, all other evaluations are interim evaluation.

6. An evaluation form will be provided when the contract is awarded.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-6	Drug-Free Workplace	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984

52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer for Supply and Services, USACE, Nashville District, and shall not be binding until so approved.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (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: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

(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) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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: [Contracting Officer check as appropriate.]
- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (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 Agreements (CBA) (May 1989) (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) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

<u>Title</u>	<u>File</u>	<u>Drawing No.</u>
FINAL- Murfree-Entry	CD / pdf	Cover through C-4
FINAL- Oaklands	CD / pdf	Cover through C-9
FINAL- Murfree Interpretive	CD / pdf	Cover through C-16
Murfree – Oaklands EGD Specs	CD / Word	N/A
Section 04410S-1 Stone	CD / Word	N/A
Section 03900 Permacrete rev	CD / Word	N/A

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Drawings and Site Plans for : 1) Discovery Center & Murfree Spring Wetland Entry Signs (5 pages)

2) Interpretive Program Construction Drawings (19 pages)

3) Oaklands Park Interpretive Program Construction Documents (11 pages)

are contained as pdf files posted as an attachment to the solicitation as posted on the Nashville District Website at <http://www.lrn.usace.army.mil/ebs/AdvertisedSolicitations.asp> . Hardcopy versions may be obtained at the cost of \$1.00 per page by contacting Sue Ferguson, 615-736-7192.

EXHIBIT A COMPANY EXPERIENCE

CONTRACT INFORMATION

Prime Contractor Name, Contract Number and contract type: (Construction, Service or Supply); Sealed Bid or Negotiated; Fixed Price or Cost reimbursable; etc.

Title and Location of Project:

Date of Execution:

Contracting Agency:

Owner (If different from item D):

Description of Your Work on this Project:

Original Contract Amount:
(Also state subcontract amount if you were a subcontractor)

Final Contract Amount:
(Also state subcontract amount if you were a subcontractor)

Performance Time Required Originally by Contract:

Actual Time to complete: (Explain circumstances if different than Item I)

Comments:

REFERENCES

All references shall contain the name, address and telephone number of the Client POC. Confidential clients will not be accepted as a reference.

Clients' Point of Contact: (Must be an individual who is knowledgeable of your performance under the contract)

Name:

Title:

Address:

Telephone Number:

Federal or State Officials, POC:

(Must be an individual who is knowledgeable of your performance under the contract)

Name:

Title:

Address:

Telephone Number:

EXHIBIT B WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2497 REV (22) AREA: TN, NASHVILLE

WAGE DETERMINATION NO: 94-2497 REV (22) 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

| Wage Determination No.: 1994-2497
William W.Gross Division of | Revision No.: 22
Director Wage Determinations| Date Of Last Revision: 09/23/2003

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 CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.12
01012 - Accounting Clerk II	11.45
01013 - Accounting Clerk III	13.50
01014 - Accounting Clerk IV	15.70
01030 - Court Reporter	13.02

01050 - Dispatcher, Motor Vehicle	14.23
01060 - Document Preparation Clerk	9.94
01070 - Messenger (Courier)	9.60
01090 - Duplicating Machine Operator	9.94
01110 - Film/Tape Librarian	9.50
01115 - General Clerk I	8.04
01116 - General Clerk II	9.17
01117 - General Clerk III	10.33
01118 - General Clerk IV	11.62
01120 - Housing Referral Assistant	15.77
01131 - Key Entry Operator I	8.57
01132 - Key Entry Operator II	11.01
01191 - Order Clerk I	9.82
01192 - Order Clerk II	12.29
01261 - Personnel Assistant (Employment) I	9.98
01262 - Personnel Assistant (Employment) II	11.01
01263 - Personnel Assistant (Employment) III	14.67
01264 - Personnel Assistant (Employment) IV	15.33
01270 - Production Control Clerk	15.67
01290 - Rental Clerk	9.58
01300 - Scheduler, Maintenance	12.06
01311 - Secretary I	12.06
01312 - Secretary II	14.77
01313 - Secretary III	15.77
01314 - Secretary IV	18.45
01315 - Secretary V	20.39
01320 - Service Order Dispatcher	11.71
01341 - Stenographer I	9.47
01342 - Stenographer II	10.63
01400 - Supply Technician	18.45
01420 - Survey Worker (Interviewer)	11.64
01460 - Switchboard Operator-Receptionist	11.01
01510 - Test Examiner	14.77
01520 - Test Proctor	14.77
01531 - Travel Clerk I	9.55
01532 - Travel Clerk II	10.12
01533 - Travel Clerk III	10.79
01611 - Word Processor I	10.74
01612 - Word Processor II	15.95
01613 - Word Processor III	16.29
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.25
03041 - Computer Operator I	12.33
03042 - Computer Operator II	13.82
03043 - Computer Operator III	15.09
03044 - Computer Operator IV	16.84
03045 - Computer Operator V	18.67
03071 - Computer Programmer I (1)	14.54
03072 - Computer Programmer II (1)	18.00
03073 - Computer Programmer III (1)	23.00
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.64
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62

03160 - Peripheral Equipment Operator	30.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.62
05010 - Automotive Glass Installer	15.67
05040 - Automotive Worker	15.67
05070 - Electrician, Automotive	15.89
05100 - Mobile Equipment Servicer	14.21
05130 - Motor Equipment Metal Mechanic	16.29
05160 - Motor Equipment Metal Worker	16.67
05190 - Motor Vehicle Mechanic	16.29
05220 - Motor Vehicle Mechanic Helper	13.22
05250 - Motor Vehicle Upholstery Worker	14.82
05280 - Motor Vehicle Wrecker	15.67
05310 - Painter, Automotive	15.89
05340 - Radiator Repair Specialist	15.67
05370 - Tire Repairer	10.89
05400 - Transmission Repair Specialist	16.29
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.64
07010 - Baker	11.27
07041 - Cook I	8.32
07042 - Cook II	9.31
07070 - Dishwasher	7.80
07130 - Meat Cutter	11.70
07250 - Waiter/Waitress	6.89
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.42
09040 - Furniture Handler	11.07
09070 - Furniture Refinisher	15.92
09100 - Furniture Refinisher Helper	12.72
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	14.42
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.64
11060 - Elevator Operator	8.42
11090 - Gardener	11.08
11121 - House Keeping Aid I	7.58
11122 - House Keeping Aid II	8.42
11150 - Janitor	8.55
11210 - Laborer, Grounds Maintenance	9.17
11240 - Maid or Houseman	7.58
11270 - Pest Controller	12.27
11300 - Refuse Collector	8.64
11330 - Tractor Operator	10.41
11360 - Window Cleaner	9.48
12000 - Health Occupations	
12020 - Dental Assistant	12.32
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.27
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	12.57
12130 - Medical Laboratory Technician	13.40
12160 - Medical Record Clerk	11.88

12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	9.00
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.04
12224 - Nursing Assistant IV	12.38
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.61
12311 - Registered Nurse I	17.66
12312 - Registered Nurse II	21.60
12313 - Registered Nurse II, Specialist	21.60
12314 - Registered Nurse III	26.14
12315 - Registered Nurse III, Anesthetist	26.14
12316 - Registered Nurse IV	31.31
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.59
13011 - Exhibits Specialist I	15.80
13012 - Exhibits Specialist II	19.57
13013 - Exhibits Specialist III	23.87
13041 - Illustrator I	17.70
13042 - Illustrator II	21.93
13043 - Illustrator III	26.76
13047 - Librarian	20.98
13050 - Library Technician	11.64
13071 - Photographer I	14.03
13072 - Photographer II	16.42
13073 - Photographer III	20.34
13074 - Photographer IV	24.82
13075 - Photographer V	30.11
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.90
15030 - Counter Attendant	6.90
15040 - Dry Cleaner	8.31
15070 - Finisher, Flatwork, Machine	6.90
15090 - Presser, Hand	6.90
15100 - Presser, Machine, Drycleaning	7.59
15130 - Presser, Machine, Shirts	6.90
15160 - Presser, Machine, Wearing Apparel, Laundry	6.90
15190 - Sewing Machine Operator	9.06
15220 - Tailor	9.93
15250 - Washer, Machine	7.42
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.26
19040 - Tool and Die Maker	17.21
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.64
21020 - Material Coordinator	14.74
21030 - Material Expediter	14.74
21040 - Material Handling Laborer	12.25
21050 - Order Filler	10.65
21071 - Forklift Operator	13.20
21080 - Production Line Worker (Food Processing)	13.20
21100 - Shipping/Receiving Clerk	12.23
21130 - Shipping Packer	12.23
21140 - Store Worker I	9.27

21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.70
21210 - Tools and Parts Attendant	13.20
21400 - Warehouse Specialist	13.20
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.52
23040 - Aircraft Mechanic Helper	13.72
23050 - Aircraft Quality Control Inspector	18.76
23060 - Aircraft Servicer	15.44
23070 - Aircraft Worker	16.29
23100 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	11.75
23125 - Cable Splicer	17.99
23130 - Carpenter, Maintenance	14.42
23140 - Carpet Layer	15.19
23160 - Electrician, Maintenance	17.77
23181 - Electronics Technician, Maintenance I	16.79
23182 - Electronics Technician, Maintenance II	17.60
23183 - Electronics Technician, Maintenance III	18.35
23260 - Fabric Worker	14.41
23290 - Fire Alarm System Mechanic	16.73
23310 - Fire Extinguisher Repairer	13.61
23340 - Fuel Distribution System Mechanic	18.07
23370 - General Maintenance Worker	15.40
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.08
23430 - Heavy Equipment Mechanic	15.09
23440 - Heavy Equipment Operator	15.02
23460 - Instrument Mechanic	16.73
23470 - Laborer	8.64
23500 - Locksmith	15.97
23530 - Machinery Maintenance Mechanic	17.06
23550 - Machinist, Maintenance	16.78
23580 - Maintenance Trades Helper	12.30
23640 - Millwright	20.90
23700 - Office Appliance Repairer	15.97
23740 - Painter, Aircraft	18.34
23760 - Painter, Maintenance	14.42
23790 - Pipefitter, Maintenance	18.02
23800 - Plumber, Maintenance	17.60
23820 - Pneudraulic Systems Mechanic	16.73
23850 - Rigger	16.73
23870 - Scale Mechanic	15.19
23890 - Sheet-Metal Worker, Maintenance	15.96
23910 - Small Engine Mechanic	13.66
23930 - Telecommunication Mechanic I	18.08
23931 - Telecommunication Mechanic II	18.98
23950 - Telephone Lineman	18.08
23960 - Welder, Combination, Maintenance	15.02
23965 - Well Driller	15.24
23970 - Woodcraft Worker	18.11
23980 - Woodworker	12.96
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.39
24580 - Child Care Center Clerk	10.60
24600 - Chore Aid	7.77

24630 - Homemaker	11.78	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	17.21	
25040 - Sewage Plant Operator	15.86	
25070 - Stationary Engineer	17.21	
25190 - Ventilation Equipment Tender	13.16	
25210 - Water Treatment Plant Operator	15.32	
27000 - Protective Service Occupations		
(not set) - Police Officer	15.68	
27004 - Alarm Monitor	9.70	
27006 - Corrections Officer	15.51	
27010 - Court Security Officer	15.51	
27040 - Detention Officer	15.51	
27070 - Firefighter	15.50	
27101 - Guard I	8.64	
27102 - Guard II	9.70	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	15.19	
28020 - Hatch Tender	15.19	
28030 - Line Handler	15.19	
28040 - Stevedore I	12.57	
28050 - Stevedore II	15.33	
29000 - Technical Occupations		
21150 - Graphic Artist	17.70	
29010 - Air Traffic Control Specialist, Center (2)	29.10	
29011 - Air Traffic Control Specialist, Station (2)	20.07	
29012 - Air Traffic Control Specialist, Terminal (2)	22.09	
29023 - Archeological Technician I	15.08	
29024 - Archeological Technician II	16.88	
29025 - Archeological Technician III	20.89	
29030 - Cartographic Technician	20.89	
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.95	
29040 - Civil Engineering Technician	17.69	
29061 - Drafter I	10.49	
29062 - Drafter II	14.41	
29063 - Drafter III	18.40	
29064 - Drafter IV	20.89	
29081 - Engineering Technician I	14.91	
29082 - Engineering Technician II	16.63	
29083 - Engineering Technician III	21.00	
29084 - Engineering Technician IV	24.64	
29085 - Engineering Technician V	30.21	
29086 - Engineering Technician VI	36.54	
29090 - Environmental Technician	17.68	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	19.82	
29210 - Laboratory Technician	15.15	
29240 - Mathematical Technician	20.98	
29361 - Paralegal/Legal Assistant I	14.61	
29362 - Paralegal/Legal Assistant II	18.24	
29363 - Paralegal/Legal Assistant III	22.25	
29364 - Paralegal/Legal Assistant IV	26.68	
29390 - Photooptics Technician	22.40	
29480 - Technical Writer	23.51	

29491 - Unexploded Ordnance (UXO) Technician I	18.49	
29492 - Unexploded Ordnance (UXO) Technician II	22.37	
29493 - Unexploded Ordnance (UXO) Technician III	26.81	
29494 - Unexploded (UXO) Safety Escort	18.49	
29495 - Unexploded (UXO) Sweep Personnel	18.49	
29620 - Weather Observer, Senior (3)	16.85	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.10	
29622 - Weather Observer, Upper Air (3)	15.10	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	14.16	
31260 - Parking and Lot Attendant	16.13	
31290 - Shuttle Bus Driver	10.02	
31300 - Taxi Driver	8.36	
31361 - Truckdriver, Light Truck	10.02	
31362 - Truckdriver, Medium Truck	16.29	
31363 - Truckdriver, Heavy Truck	17.57	
31364 - Truckdriver, Tractor-Trailer	17.57	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.52	
99030 - Cashier	8.10	
99041 - Carnival Equipment Operator	9.84	
99042 - Carnival Equipment Repairer	10.41	
99043 - Carnival Worker	7.77	
99050 - Desk Clerk	8.47	
99095 - Embalmer	17.88	
99300 - Lifeguard	8.32	
99310 - Mortician	17.88	
99350 - Park Attendant (Aide)	10.45	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.32	
99500 - Recreation Specialist	9.29	
99510 - Recycling Worker	10.88	
99610 - Sales Clerk	8.32	
99620 - School Crossing Guard (Crosswalk Attendant)	8.64	
99630 - Sport Official	7.23	
99658 - Survey Party Chief (Chief of Party)	11.65	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.45	
99660 - Surveying Aide	10.45	
99690 - Swimming Pool Operator	12.97	
99720 - Vending Machine Attendant	10.88	
99730 - Vending Machine Repairer	12.97	
99740 - Vending Machine Repairer Helper	10.88	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 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.

Section K - Representations, Certifications, and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, state, or local) 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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)
ALTERNATE I (APR 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 or 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 is owned by one or more women; or

(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 will be performed in the United States or its outlying areas. 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 office, 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 in 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Certifications and 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, the 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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 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. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(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--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--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--Free Trade Agreements--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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA 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--Free Trade Agreements--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) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). 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--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). 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)(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 and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(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--Free Trade Agreements--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 FTA 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 FTA 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 FTA 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 FTA 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339950.

(2) The small business size standard is 500.

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

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 office, 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 (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in 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.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

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 the size standard in paragraph (a) of this provision.

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 the stock of which is owned by one or more women; or

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CONTENT & FORMAT OF PROPOSAL

The following paragraphs contain the format and content for submission of Technical and Price Proposals. Each of these factors must be addressed and shall be submitted in the manner, order and format specified below.

PART I. TECHNICAL PROPOSAL. The Technical Proposal shall consist of a management plan that will be evaluated to determine the offeror's capability to direct the supervision and management aspect of the project. The Technical Proposal shall describe the capability of the offeror to perform the work in accordance with the contract requirements. The proposal shall be complete and contain all information required to evaluate the proposal in the areas listed below. The following factors shall be included in the Technical Proposal and are listed in order of descending importance:

- 1) Company experience
- 2) Past performance
- 3) Personnel
- 4) Operations plan
- 5) Quality control

The information submitted by the offeror for each of the listed areas will be evaluated independently from each other and in the order listed below. Therefore, each of the separate areas must be complete, able to stand alone, and have no inferred or actual reference to any other areas of the proposal. The proposal should include all the requested information but should be succinct. Proposals should be clear and legible, but it is unnecessary to have special printing, binding, use of color, or graphics.

Personnel, equipment, and methods stated in the proposal shall be used in accomplishing the work, unless superseded by the contract specifications, or the COR gives prior approval for a variation. The Government will include adherence to the proposal in its evaluation of the contractor's performance.

Present each of the following items in the order listed, starting each on a separate page. Complete each in accordance with the content, format and information specified:

- 1) Company Experience – provide a complete resume of contracting experience in the format provided in Exhibit A, Section J. Include Federal, State, and local government and private sector contracts that demonstrate your ability to perform the work specified in this solicitation. Include the names and backgrounds of any predecessor companies.
- 2) Past Performance- clients listed in 1) above will be contacted, and the Government's PPIMS database will be reviewed for past performance history.
- 3) Personnel- the qualifications of contractor employees will receive somewhat greater weight than that of subcontractors.
 - a) Contractor Employees – Provide complete resumes or qualification statements for those individuals in your organization who will have management and supervisory responsibilities for insuring compliance with all contract requirements. Include experience that demonstrates similar work or contracts.
 - b) Subcontractors – Provide a list with all proposed subcontractors and their qualifications. This should include the subcontractor's name, address, phone number and past experience, including similar work or contracts.

SITE INSPECTION PRIOR TO SUBMITTING OFFER

The Resident Engineer will conduct a tour of the project sites related to this contract on Thursday, 27 May 2004 at 10:00 AM, beginning at the Oaklands job site located at 900 N. Manley Ave, Murfreesboro, TN. Participants may need to provide their own transportation and follow a Corps vehicle to the different locations. For further information contact David Loyd, Resident Engineer, at 615-369-7552 or david.a.loyd@lrn02.usace.army.mil. Please notify the Resident Office concerning the number of representatives your company will send on the site visit.

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-5	Facsimile Proposals	OCT 1997
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

U.S. Army Corps of Engineers, Nashville District
 ATTN: CELRN-CT, Contracting Officer, Supply & Services Team
 P.O.Box 1070
 Nashville, TN 37202-1070

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: David Loyd, Resident Engineer
 Address: USACE, Nashville District

Nashville Area Office
3711 Bell Road
Telephone: 615-369-7552
Email: david.a.loyd@lrm02.usace.army.mil
(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

PRICE BASIS. Prices must be firm. A unit price must be shown for all items

GENERAL. Notwithstanding any other provisions of these specifications concerning method of award, award will be made as a whole to the offeror submitting the proposal which, in the opinion of the Contracting Officer, will be the best value for the Government. The Government may make an award without discussions or further negotiation to the offeror whose proposal is most advantageous to the Government.

The Technical Proposal is significantly more important than the Price Proposal. Therefore, price is not expected to be the controlling factor in the selection of a Contractor for this solicitation. However, as the evaluated merit of competing technical proposals becomes more equal, total price and other price factors could become more important in the selection. Total price and other price factors could become the deciding factor for selection, depending upon whether the most acceptable technical proposal was determined to be worth the cost differential, if any.

Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced. A bid/offer is considered unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

EVALUATION PROCESS

1. Content and Rating. Proposals shall be specific and complete in every detail and shall contain the information necessary to properly evaluate the contractor's capability in the areas listed. See **Section L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**, for specific instructions pertaining to the preparation of proposals. Proposals will be evaluated based on the degree to which the proposals meets, fails to meet, or usefully exceeds the standards established for individual factors. Proposals will be rated Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory.
 - Exceptional - A proposal that exceeds a majority of the standard evaluation criteria; has no significant weaknesses; has high probability of success.
 - Very Good - A proposal that meets all and exceeds some standards; has no significant weaknesses; has a good probability of success.
 - Satisfactory - A proposal that meets all standards.
 - Marginal - A proposal that fails to meet standards; has some significant weaknesses, and a low probability of success.
 - Unsatisfactory - A proposal which has no reasonable chance of success, deficiencies exist that fail to satisfy the Government's requirements. Major flaws exist which cannot be remedied without substantial rewrite and cost.
2. Proposals will be evaluated in accordance with the factors contained in the following paragraphs, and these are listed in descending order of importance.

A) Technical Proposal

- 1) Background. The offeror's background will be evaluated based on company experience and past performance. The Company Experience Form found at **Section J, List of Attachments, Exhibit A** will be completed by the offeror for this purpose. The information on this form should address relevant projects (similar in size, scope and complexity) within the last three years.
 - (a) Company Experience. Offerors will be evaluated on experience in performing the types of services described in Section C - Description/Specifications.

- (b) Past Performance - Offerors will be evaluated on their record of conforming to specifications, demonstrated ability to meet schedules, including the administrative aspects of performance; concern for safety and accident prevention, and commitment to customer satisfaction. The Government will consider information in the offeror's proposal and information obtained from other sources.
- 2) Personnel and Organization. Offerors will be evaluated on the demonstrated skill, experience, and technical capability of contractor personnel. Contractor personnel supervision and management ability and the subcontractor's qualifications will be evaluated. The qualifications of contractor employees have somewhat greater weight than subcontractors.

B) Price Proposal

Each item of the bid schedule will be reviewed for completeness and compatibility with the technical proposal and assurance that it is not materially unbalanced. The reasonableness of each offeror's price proposal will be evaluated based on the Government's cost estimates and the offeror's technical approach to the schedule of services. Even though the total contract price for Initial and Option Years will be evaluated, the primary emphasis will not be placed on the lowest bid. Prices will be evaluated and will not be numerically scored.

- 3. Award will be made to the responsive and responsible offeror whose proposal conforms to the solicitation and is within a Technical/Price competitive range as determined by the Contracting Officer, and which has been evaluated as most advantageous to the Government.
- 4. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary, in accordance with FAR clause 52.215-1 Section L
- 5. The Government reserves the right to accept other than the lowest cost offer and reject any or all offers.
- 6. An evaluation team may verify any information provided in the proposal to better evaluate the offeror's ability to perform.
- 7. Selection of a contractor will be made by an integrated assessment of the proposal, recognizing that subjective judgment on the part of the Government evaluators is implicit in the entire process. An award will be made to the offeror whom the Government determines can accomplish the necessary work to satisfy the objectives and requirements set forth in the contract specifications in a manner most advantageous to the Government.

ARITHMETIC DISCREPANCIES

For purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found in the face of the bidding schedule as submitted by bidders:

- 1) Obviously misplaced decimal points will be corrected;
- 2) In case of discrepancy between unit price and extended price;
- 3) Apparent errors in extension of unit prices will be corrected;
- 4) Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his/her bid to be evaluated on the basis of unit prices, extensions, and the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.