

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 101 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. W912P5-04-R-0024	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09 Aug 2004	6. REQUISITION/PURCHASE NO. W38XDD-4142-3469
7. ISSUED BY US ARMY CORPS OF ENG. NASHVILLE-W912P5 CELRN-CT, ROOM A604 110 9TH AVE. SOUTH P.O. BOX 1070, NASHVILLE, TN 37202-1070		CODE W912P5	8. ADDRESS OFFER TO (If other than Item 7) 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 **SEE ITEM 7** until **1500** local time **16 SEP 2004**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SHARON E. PRICE	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 615-736-7921
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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)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS
	%	%	%	%
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)	<input type="checkbox"/> 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)	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 B - Supplies or Services and Prices

SCHEDULE OF UNIT PRICES

**ATTACHMENT A
SCHEDULE OF PRICES**

This is a Performance-based Requirements Type Contract to furnish all necessary management, personnel, materials, supplies, equipment, tools, and vehicles required to perform operation and maintenance services at Lake Cumberland with options to extend the term of the contract,

SECTION 1 - GENERAL

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Emergency Work Surcharge	10	HR	_____	_____
0002	Laborer	1000	HR	_____	_____
0003	Carpenter	100	HR	_____	_____
0004	Painter	100	HR	_____	_____
0005	Electrician	40	HR	_____	_____
0006	Plumber	40	HR	_____	_____
0007	General Maintenance Worker (Concrete & mason)	40	HR	_____	_____
0008	Chain saw w/operator (3-3.5 ci w/20 in. bar)	20	HR	_____	_____
0009	Welder (Arc) (for gov't furnished equipment)	12	HR	_____	_____
0010	Welder/cutter (for gov't furnished oxygen/acetylene equipment)	12	HR	_____	_____
0011	Equipment Operator (for gov't furnished equip.)	20	HR	_____	_____
0012	Truck driver (for gov't furnished equip.)	80	HR	_____	_____
0013	Backhoe (Case 580 or equivalent) with operator	80	HR	_____	_____
0014	Dump Truck (2-5 ton) w/driver	20	HR	_____	_____
0015	Stake Truck (2-3 Ton) w/driver	20	HR	_____	_____
0016	Dozer (D-6 equivalent) w/operator	24	HR	_____	_____
0017	Trailer, Flatbed 16-20 feet	30	HR	_____	_____
0018	Skid Steer Loader - 743 Bobcat, or equal w/operator	200	HR	_____	_____

0019	Air Compressor (125 CFM Min. – equipment only)	20	HR	_____	_____
0020	Jackhammer/pavement breaker (equipment only)	20	HR	_____	_____
0021	Workboat, 16 ft. aluminum, 20 HP. min. w/operator	10	HR	_____	_____
0022	Pickup, Full size, 1/2 - 3/4 Ton , w/driver	100	HR	_____	_____
0023	Tractor (Ford 3000, or equivalent) w/operator	24	HR	_____	_____

The following equipment shall be compatible with the above listed tractor, Item #0023

0024	Rotary Mower, Heavy Duty 5 ft. min.	5	HR	_____	_____
0025	Scraper Blade	5	HR	_____	_____
0026	Posthole Digger (12" minimum)	5	HR	_____	_____
0027	Fertilizer/Seed Spreader	4	HR	_____	_____
0028	Plow, 2 Bottom	4	HR	_____	_____
0029	Disc (6'-8' wide, 12"-18" disc)	5	HR	_____	_____
0030	Power Broom, Min 6	12	HR	_____	_____
0031	Plug Aerator	5	HR	_____	_____

SECTION 1 - SUBTOTAL

\$ _____

SECTION 2 - BUILDINGS, FACILITIES, WATER & SEWAGE SYSTEM

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0032	Waste water systems sampling – No Flow	52	EA	_____	_____
0033	Waste water systems – With Flow and analysis	26	EA	_____	_____
0034	Septic Tanks	12	EA	_____	_____
0035	Beach samples	12	EA	_____	_____
0036	Pest control	12	MO	_____	_____
0037	Parking and Area lighting bulbs (pole lights)	10	EA	_____	_____
0038	Test Fire Hose (Per 50 foot section)	30	EA	_____	_____

SECTION 2 - SUBTOTAL

\$ _____

SECTION 3 - MOWING & DEBRUSHING

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0039	Resource Manager's Office and Service Base	12	EA	_____	_____
0040	Kendall Recreation Area	12	EA	_____	_____
0041	Fishing Creek Rec Area	12	EA	_____	_____
0042	Cumberland Point Rec Area	12	EA	_____	_____
0043	Waitsboro Rec Area	12	EA	_____	_____
0044	Fall Creek Rec Area	12	EA	_____	_____
0045	76 Falls Picnic Area	12	EA	_____	_____
0046	Mill Springs Mill	12	EA	_____	_____
0047	Lakeview Access	6	EA	_____	_____
0048	Halcomb's Landing Access, and East End Parking	12	EA	_____	_____
0049	West End Parking and Overlook	12	EA	_____	_____
0050	Overlook Area, Wolf Creek Dam	12	EA	_____	_____
0051	Road Shoulders on Wolf Creek Dam Entrance Rd	6	EA	_____	_____
0052	Roads in Kendall Forest	2	EA	_____	_____
0053	Whispering Pines Trail	3	EA	_____	_____
0054	Wildlife Area	10	AC	_____	_____
0055	Wolf Creek Dam – Shop Area	8	EA	_____	_____
0056	Water Tank & Cemetery Hill	4	EA	_____	_____
0057	Debrush Kendall	2	EA	_____	_____

SECTION 3 - SUBTOTAL

\$ _____

SECTION 4 - CLEANING AND CARETAKER SERVICES

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0058	Washhouses (heavy cleaning)	1030	EA	_____	_____
0059	Restrooms (heavy cleaning)	1200	EA	_____	_____
0060	Washhouses (light cleaning)	600	EA	_____	_____
0061	Restrooms (light cleaning)	600	EA	_____	_____
0062	Picnic Shelters	810	EA	_____	_____
0063	Picnic Sites	10134	EA	_____	_____
0064	Campsites	19000	EA	_____	_____
0065	Litter removal - Recreation Areas	1020	EA	_____	_____
0066	Litter removal - Access Areas	500	EA	_____	_____
0067	Trash Cans	12000	EA	_____	_____
0068	Dumpsters @ Kendall	12	EA	_____	_____
0069	Dumpster @ Fall Creek	7	MO	_____	_____
0070	Dumpster @ Waitsboro	7	MO	_____	_____
0071	Dumpster @ Fishing Creek	7	MO	_____	_____
0072	Dumpster @ Cumberland Point	7	MO	_____	_____
0073	Sanitary Dump Stations	970	EA	_____	_____
0074	Bulletin Boards	146	EA	_____	_____
0075	Service Fish Cleaning Station, Level I	6	MO	_____	_____
0076	Service Fish Cleaning Station, Level II	3	MO	_____	_____
0077	Service Fish Cleaning Station, Level III	3	MO	_____	_____
0078	Furnish Trash Bags to Park Attendants at Kendall	10	MO	_____	_____
0079	Furnish Trash Bags to Park Attendants at Fishing Creek	7	MO	_____	_____
0080	Furnish Trash Bags to Park Attendants at Cumberland Point	7	MO	_____	_____
0081	Furnish Trash Bags to Park Attendants at Waitsboro	7	MO	_____	_____

0082	Furnish Trash Bags to Park Attendants at Fall Creek	7	MO	___	_____
0083	Wolf Creek Dam Shop Area	12	MO	___	_____
0084	Playground Equipment	1000	EA	___	_____
0085	Whispering Pines Trail	3	EA	___	_____
0086	Cemetery parking area and roadway (water tank hill road)	12	EA	___	_____
0087	Kendall, Pre-season Cleaning	1	EA	___	_____
0088	Fishing Creek, Pre-season Cleaning	1	EA	___	_____
0089	Cumberland Point, Pre-season Cleaning	1	EA	___	_____
0090	Waitsboro, Pre-season Cleaning	1	EA	___	_____
0091	Fall Creek, Pre-season Cleaning	1	EA	___	_____
0092	Mill Springs, Pre-season Cleaning	1	EA	___	_____
0093	76 Falls, Pre-season Cleaning	1	EA	___	_____

Service Courtesy Floats and Launching Ramps

0094	Waitsboro	7	MO	___	_____
0095	Halcomb's Landing	7	MO	___	_____
0096	Fishing Creek	7	MO	___	_____
0097	Cumberland Point	7	MO	___	_____
0098	Fall Creek	7	MO	___	_____
0099	Mill Springs Mill	7	MO	___	_____
0100	Lakeview	7	MO	___	_____

Leaf Removal From Mowed Areas:

0101	Kendall Recreation Area	1	EA	___	_____
0102	Fishing Creek Recreation Area	1	EA	___	_____
0103	Cumberland Point Recreation Area	1	EA	___	_____
0104	Waitsboro Recreation Area	1	EA	___	_____
0105	Fall Creek Recreation Area	1	EA	___	_____
0106	Resource Manager's				

	Office and Shop Area	1	EA	_____	_____
0107	Mill Springs Mill	1	EA	_____	_____

SECTION 4 - SUBTOTAL \$ _____

SECTION 5 – MAINTENANCE OF LANDSCAPED AREAS AND HERBICIDING

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0108	Snow Removal, Resource Managers Office	2	EA	_____	_____
0109	Tree Removal, Up to 6"DBH	20	EA	_____	_____
0110	Tree Removal, 6"-12" DBH	25	EA	_____	_____
0111	Tree Removal, 12"-18" DBH	20	EA	_____	_____
0112	Tree Removal, 18"-24" DBH	10	EA	_____	_____
0113	Tree Removal, 24"-30" DBH	5	EA	_____	_____
0114	Tree Removal, 30"-36" DBH	2	EA	_____	_____
0115	Brush Chipping	200	HR	_____	_____
0116	Herbicide Wolf Creek Dam (Upstream)	18	AC	_____	_____
0117	Herbicide Wolf Creek Dam (Downstream)	1	JB	_____	_____
0118	Herbicide Campsites	185	EA	_____	_____
0119	Herbicide Picnic Sites	60	EA	_____	_____
0120	Post Emergent Herbicide	500	SQYD	_____	_____
0121	Pre Emergent Herbicide	500	SQYD	_____	_____
0122	Herbicide Parkers Lake Radio Tower	1	JB	_____	_____
0123	Herbicide Morris Hill Radio Tower	1	JB	_____	_____

SECTION 5 - SUBTOTAL \$ _____

SECTION 6 - MARKING & PAINTING BOUNDARY LINE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0124	Mark and paint boundary lines	100	MI	_____	_____

SECTION 6 - SUBTOTAL

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SECTION 7 - JANITORIAL & CLEANING SERVICE FOR VISITOR'S CENTER, RESOURCE MANAGER'S OFFICE, SHOP & OPERATIONS OFFICE

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0125	Resource Manager's Office	12	MO	_____	_____
0126	Contracting Office and Service Area	12	MO	_____	_____
0127	Dumpster @ Resource Office	12	MO	_____	_____
0128	Steam Clean Resource Office Carpet	1	EA	_____	_____
0129	Steam Clean Contracting Office Carpet	1	EA	_____	_____
0130	Strip and rewax tile floors, shop and office	1	JB	_____	_____

SECTION 7 - SUBTOTAL

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SECTION 8 - OPERATION OF MILL SPRINGS MILL

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0131	Provide mill operator and interpreter	6	MO	_____	_____

SECTION 8 - SUBTOTAL

\$ _____

SECTION 9 – TRASH RACK CLEAN OUT

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0132	Long Reach Excavator (Cat 245 or equivalent)	100	HR	_____	_____
0133	Rubber Tired Loader	100	HR	_____	_____
0134	Equipment Operator (for Items # 0132 & 0133)	200	HR	_____	_____
0135	Equipment Mob. & Demob for Excavator & Rubber Tired Loader	5	HR	_____	_____

0136 Hauling & Disposal of Non-wood Trash & Recyclables to Land-Fill 50 HR _____

SECTION 9 – SUBTOTAL \$ _____

BID SCHEDULE SUMMARY

SECTION	SUBTOTAL
1. General	_____
2. Buildings, Facilities, Water & Sewage System	_____
3. Mowing & Trimming	_____
4. Cleaning and Caretaker Services	_____
5. Maintenance Of Landscaped Areas and Herbiciding.	_____
6. Marking & Painting Boundary Lines	_____
7. Janitorial & Policing Service for Visitor's Center, Resource Manager's Office, Shop & Operations Office	_____
8. Operation of Mill Springs Mill	_____
9. Trash Rack Clean Out	_____
TOTAL INTIAL YEAR SECTIONS 1-9	_____

FOR LINE ITEM PRICES AND TOTALS FOR EACH OPTION YEAR WILL BE THE SAME AS FOR THE INITIAL YEAR. ENTER THE ABOVE TOTAL FOR THE INITIAL YEAR ON EACH LINE BELOW.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Requirements Contract for O&M service at WOL/R	1.00	LS	_____	_____
0002	Option Year One - Operation and Maintenance Service - 01 Jan. 2006 Through 31 Dec. 2006	1.00	LS	_____	_____
0003	Option Year Two - Operation and Maintenance Service - 01 Jan 2007 Through 31 Dec. 2007	1.00	LS	_____	_____
0004	Option Year Three - Operation and	1.00	LS	_____	_____

Maintenance Service - 01 Jan 2008
Through 31 Dec. 2008

0005 Option Year Four - Operation and 1.00 LS _____
Maintenance Service - 01 Jan 2009
Through 31 Dec. 2009

GRAND TOTAL - BASE YEAR AND OPTION YEARS ONE - FOUR _____

Section C - Descriptions and Specifications

STATEMENT OF WORK

TECHNICAL PROVISIONS

SECTION 1

GENERAL

TP-1.1 SCOPE OF THE WORK.

The Contractor shall furnish necessary management, supervision, inspection, personnel, materials, supplies, tools, equipment, transportation and vehicles, except as otherwise provided for herein, to perform operation and maintenance services at Lake Cumberland as specified and in accordance with terms, conditions, general, specific and technical provisions, drawings, attachments and exhibits contained herein or incorporated by reference. Incorporation by reference shall include any and all mandatory provisions required by the Federal Acquisition Regulation (FAR), whether referenced or not referenced, and current at time of award.

Some estimated quantities and/or work to be performed are listed on separate sheets as exhibits or bid items. Exhibit A provides information on major recreation and access areas. These quantities are approximate and are provided as information only to assist in the preparation of bids. They are not guaranteed and the actual quantities may be more or less than shown. Variation in these estimated quantities and/or assumptions based on previous contracts shall not be justification for modification of the contract or request for additional payment. Increased or decreased visitation to an area or to the lake as a whole shall not be justification for price increases. Repair, renovation or lack of funds may cause the temporary or permanent closing of all or portions of public use areas. Such events will not be basis for claims under this contract. The services required in this contract are in addition to routine maintenance and operations performed by government personnel. The government reserves the right to perform any or all of the services described herein with its own personnel or volunteers.

The Contractor's work and responsibility shall include, but shall not be limited to, planning, programming, administration, management, supervision, and inspection necessary to assure that services are conducted in accordance with the contract and applicable laws, regulations, codes, and directives. The Contractor shall ensure that work meets or exceeds critical reliability rates or tolerances specified or included in referenced documents. The Contractor shall perform related contractor administrative services necessary to perform the work such as supply, procurement, quality control, contractor financial control, and maintenance of accurate and complete records and files.

TP-1.2 BACKGROUND.

Lake Cumberland is located in South Central Kentucky. The work area is located in Clinton, Wayne, Pulaski, Russell, and McCreary Counties. The dam site is at River Mile 460.9, approximately 10 miles southwest of Jamestown, Kentucky, and 12 miles north of Albany, Kentucky. The Resource Manager's Office is located between Somerset and Burnside, one mile east of U.S. 27 on Boat Dock Road, Phone No. (606) 679-6337.

TP-1.3 WORKING HOURS.

a. Normal Working Hours. Normal working hours, except as specified herein or approved in advance by the COR, shall be Monday through Friday, 7:00 a.m. to 6:00 p.m. Exceptions to these working hours will be granted only with prior written approval of the COR. Work such as recreation area caretaking, and park attendant services are often required seven (7) days per week including holidays. The ten Federal Holidays observed are:

New Years Day (January 1st)
Martin Luther King's Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

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

Work that interferes with other ongoing functions at Lake Cumberland shall be scheduled around normal working hours, as specified by the COR. Work shall be scheduled around the above listed Federal Holidays except as specified herein or as approved by the COR. Refer to individual sections of this specification for specific schedules of work.

b. Emergency Work Hours. Emergency work hours shall be 24 hours per day seven days per week.

TP-1.4 PERMITS AND LICENSES.

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

TP-1.5 IDENTIFICATION OF CONTRACT EMPLOYEES AND VEHICLES.

The Contractor shall furnish his/her regular employees (other than office and clerical personnel) uniforms (coveralls or shirt-pants combination) with a company identification patch on the breast pocket or on the sleeve at the top of the arm. When a coat or jacket is worn it shall match the uniform and have company identification. The Contractor's vehicles and equipment shall be identified with the company name prominently displayed (minimum two inch letters) on the outside of both front doors of each vehicle or as appropriate on equipment, in such a manner as to provide a readily visible means of identification.

Identification of personnel and vehicles shall be accomplished within 30 days of award of contract. Routine subcontractors, such as mowing crew, shall have uniforms and vehicle marking which identify company according to same standards as contractor employees. Questions regarding which subcontractors require identification shall be resolved with the COR prior to their beginning work.

TP-1.6 SAFETY AND SECURITY REQUIREMENTS.

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

The Contractor shall comply with current provisions of The Environmental Assessment and Management Guide (TEAM), Occupational Safety and Health Act (OSHA) in addition to the standards of the Corps of Engineers Manual, EM 385-1-1, " Safety and Health Requirements Manual". EM 385-1-1 can be viewed at the website: www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm. Appendix to Clearance Procedures and Safety Rules for Hydroelectric Power Plants, Nashville District, is applicable to work performed in the powerhouse and dam area. See Exhibit B for guidelines for preparing Safety Plan and Activity Hazard Analysis (AHA). An activity hazard analysis shall be prepared for all routine work and submitted along with the safety plan. AHA for non-routine work shall be prepared prior to work beginning. The contractor shall provide necessary safety equipment, tools, and signs as may be required in the above referenced document.

TP-1.7 ACCIDENT REPORTING.

The Contractor shall maintain an accurate record of, and shall report to the COR in the manner and on the forms prescribed by the COR, accidents within 24 hours of the occurrence. Serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately. The Contractor shall submit a monthly Man-Hour Accident Report, ORN FL-31, ORN FL-31, to the COR by the 10th day of each month.

TP-1.8 DAMAGE REPORTS.

In instances where contract employees damage government property and/or equipment, verbal notification shall be made by the next workday. A full written report of the incident and extent of such damage shall be submitted to the COR, within 2 work days (less weekends and holidays).

TP-1.9 CONTRACT EMPLOYEES.

Contract employees shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Contract employee shall not consume, possess, or be under the influence of any alcoholic beverages or illegal controlled substances while on duty.

The COR may require the Contractor to immediately remove any employee who is incompetent, who endangers persons or property, whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work, or is inconsistent with the best interest of the U.S. Army Corps of Engineers. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be in person or by telephone and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform work required under this contract and immediate replacement shall be made as required.

TP-1.10 DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY.

The Contractor is responsible for taking action necessary to protect the Contractor's property, materials, and equipment and the personal property of Contractor employees from loss, damage or theft. The government assumes no responsibility for theft, damage or loss of the above.

TP-1.11 SUPERINTENDENT.

The Contractor shall act as, or provide a superintendent physically present on-site whenever the work specified herein is being performed. The superintendent shall conduct overall management coordination and be the central point of contact with the government for performance of work under this contract. The superintendent may not charge his time for hourly payment. The superintendent and any individual designated to act for him/her, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of this contract. The superintendent shall deal directly with the COR, or a designated representative, for normal day-to-day administration of the contract provisions. The Contractor shall furnish in writing to the COR the name(s) of the superintendent(s) for on-the-job purposes. The superintendent shall be required to attend a pre-work conference at the Resource Manager's Office. The Contractor or his/her superintendent shall contact the COR or his designated representative daily or less frequently as deemed necessary by the COR to coordinate his work schedule and performance.

TP-1.12 ENVIRONMENTAL PROGRAM.

The Contractor shall comply with federal, state, and local laws, regulations and standards regarding environmental protection. The contractor shall be responsible for compliance with The Environmental Assessment and Management Guide (TEAM) manual. This manual provides specific guidelines for compliance with the Corps environmental program. A copy will be available for review and use by the contractor at the Contracting office. The Contractor shall identify hazardous material used and identify safe methods for use and disposal of waste.

Environmental protection matters shall be coordinated with the COR. Facilities operated by the Contractor may be inspected by the COR, or other federal, state and local officials without notice. Access for inspection shall be granted upon request. Citations against government facilities operated by the Contractor for noncompliance with environmental regulations are a matter for resolution between the installation representatives and the issuing office. Payment of fines or penalty charges associated with citations issued by federal, state or local officials shall be paid by the government. If the citations are issued due to faulty operation or maintenance practices of the Contractor; or failure to comply with referenced TEAM guidelines, the COR shall deduct the fine from monies due the Contractor.

TP-1.13 PERFORMANCE EVALUATION MEETINGS.

The Contractor, the Superintendent, or both, shall meet with the COR (or a designated representative) weekly or as determined necessary by the COR. However, a meeting shall be held not later than one normal workday after a Contract Discrepancy Report (CDR) is issued. Mutual effort will be made to resolve problems identified.

TP-1.14 QUALITY CONTROL AND ASSURANCE PROGRAM.

a. General. The Contractor is responsible for maintaining adequate quality control to satisfactorily meet the specifications of this contract through the development of a Quality Control Plan (see Section L - Content and Format of Proposal and Section M - Evaluation Factors for Award.) The Government will assure quality performance according to a Quality Assurance Surveillance Plan. Combined, these two plans form the Government's Quality Assurance Program.

b. Quality Control. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the COR at the pre-work conference and an updated copy must be provided to the COR as changes occur. The program shall include, but not be limited to the following:

(1) An inspection system covering all the services stated in the contract specifications. It must specify areas to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection. An inspection checklist covering all routine services shall be developed and submitted to the COR for approval.

(2) A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.

(3) A file of inspections conducted by the Contractor and the corrective actions taken. When the QC reports show a deficiency the Contractor shall state, in his next report for the area, how deficiency was corrected or steps taken to correct such deficiencies.

A copy of this documentation shall be made available to the COR. Copies of daily checklist, signed by the inspector, shall be supplied to the COR on the day following inspection. The daily inspection report shall include the following items as a minimum:

- (1) Inspector's name
- (2) Park or area
- (3) Date
- (4) Weather
- (5) Time in/out of area
- (6) Items inspected
- (7) Defects encountered
- (8) Corrective action taken
- (9) Safety violations
- (10) List of damaged, inoperable or vandalized facilities

c. Quality Assurance. The government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate. If the Contractor fails to perform according to the performance standards, a Notification of Contract Deficiency-Service Contract will be issued by the COR. The Contractor shall explain in writing why the performance was less than satisfactory, and how recurrence of the problem will be prevented in the future.

The Government will monitor The Contractor's services using the random sampling method, the planned sampling method, and/or the 100% inspection method as described in the Government's Quality Assurance Surveillance Plan (QASP) Exhibit C. The Government reserves the right to change the type of inspection plan at its discretion at any time, and to make deduction accordingly.

If performance in any required service is unsatisfactory, and in the judgment of the COR, poor performance is the fault of the Contractor, the government will deduct the cost thereof from payment due the Contractor. Deductions will be based on the random sampling schedule and payment analysis, the work schedule, or the government's cost to complete the work. A re-inspection charge may be made according to the QASP.

The Contractor's performance will be evaluated at the end of the performance period set forth in the contract schedule and any option period exercised by the Government. However, interim evaluations may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The Contractors will be rated either exceptional, very good, satisfactory, marginal, or unsatisfactory in the following areas: (1) quality of service, (2) schedule, (3) cost of contract, (4) business relations, (5) management of personnel and (6) other. The Contractor will be advised of any marginal or unsatisfactory rating, either in an individual element or in the overall rating prior to completion of the evaluation, and all Contractors' comments will be made part of the official record.

TP-1.15 INTERRUPTIONS TO SYSTEMS.

Work that would necessitate an interruption of the use of the project or to the systems or otherwise disrupt building occupants and/or visiting public shall be fully coordinated and approved in advance by the COR. Interruptions shall be kept to an absolute minimum, and repairs or replacements of equipment or components shall be accomplished in an expeditious and efficient manner.

TP-1.16 FACILITIES.

a. Government-Furnished Facilities. A limited amount of space will be provided for the Contractor's use under this contract as listed below. The Contractor shall maintain such buildings and storage space to the same standards as similar areas occupied by the government and shall assume responsibility for the safekeeping of facilities provided. In order to comply with Corps policy and to maintain a professional image pets shall not be allowed in government furnished facilities. At the completion of the contract the contractor shall remove his/her equipment and supplies from government property and all facilities and equipment shall be returned to the government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence on the part of the Contractor or Contractor employees. Modifications or changes shall not be made to any facilities without prior written approval of the COR. Any modifications to the facilities shall be at the Contractor's expense. Unless prior approval is received from the COR. The facilities provided consist of buildings and associated yard space, and shall include existing electricity, water, and sanitary system. The Contractor shall be responsible for maintaining physical security for government-furnished facilities and property. Should the Contractor reject any or all government-furnished facilities, the Contractor shall provide necessary facilities at no cost to the government. Government-furnished facilities shall be used only for the performance of work specified herein.

<u>Facility</u>	<u>Use</u>
Pipechase and Janitorial Closet	Storage of Supplies
Shop Space	Vehicle & Equipment Servicing
Storage Bays	Storage
Parking Spaces	Contractor Vehicles
Office Space	Administration

b. Telephones. The Contractor shall be responsible for providing necessary telephones or communication systems for his needs at government furnished facilities at no cost to the government. At the Contractor's on site office, a minimum of one (1) telephone shall be installed to facilitate communications with the COR. The contractor's superintendent shall have cellular phone communication.

c. Utilities. The Contractor may use government utilities where available. The Contractor shall make a dedicated effort to conserve utilities and shall comply with government regulations regarding energy conservation. Government furnished utilities shall be used only in the performance of work specified in this contract.

d. Forms. The government will provide Department of Defense and Corps forms, required by the government, to be used under this contract. Forms referenced for use in this contract occasionally change, are revised or new forms required. The contractor shall use new or revised forms provided by the government. The addition or revision of any form shall not be basis for a price increase.

e. Operating Manuals. Equipment or facility operating manuals and suppliers' catalogs presently maintained by the government will be made available to the Contractor on an as needed basis.

f. Control. The Contractor shall establish a control system to ensure that government furnished property or items are utilized only for contract purposes. Upon completion (including any extensions of the contract term) or termination of the contract the Contractor shall return all government furnished items and any unused material or supplies in the same condition as received. Any discrepancies, (except for fair wear and tear) damages, or deficiencies in the inventory shall be chargeable against the Contractor.

g. Contractor Office. The Contractor shall establish and maintain an office at the Lake Cumberland Resource Manager's Service Area for the sole purpose of conducting the day-to-day administration of this contract. The government will provide an office area. The Contractor or a Superintendent shall be present at this office between the hours of 8:00 a.m. and 9:00 a.m. Eastern Time Monday through Friday, except legal holidays and as directed by the COR. The Contractor shall have personnel available that can be contacted, and have the authority to act on behalf of the contractor, 7 days per week 24 hours per day to address unsatisfactory work or to cover emergency work. This may be accomplished by providing telephone or radio communications with superintendent or key personnel. Two (2) double bays will be provided for materials and equipment storage. Vehicles and equipment may be stored inside the compound. This area shall not be used for long-term storage of equipment when it is not being used in this contract. The government shall have priority over space inside the compound. The location of all contractor provided facilities shall be approved by the COR prior to use, placement, and/or construction.

TP-1.17 CONTRACTOR-FURNISHED ITEMS.

a. General. Except as described elsewhere in this contract, the Contractor shall furnish personnel, facilities, vehicles, transportation, equipment and operators, supplies, tools, or materials necessary to accomplish required services. Contractor furnished equipment, supplies, materials, vehicles, etc., shall meet applicable Federal, Department of Defense, Department of the Army, State, and local laws or regulations. The Contractor shall supply necessary hand tools for the type work being encountered. For example, laborers shall have available saws, shovels,

mattocks, buckets, hammers, rope, and wrenches to perform routine tasks. The above list is not inclusive but is used for illustration.

b. Quality. Contractor-furnished supplies, parts and materials used shall be new and of a quality equal to or better than original equipment. The items used shall be standard products of manufacturers regularly engaged in the production of such items. Materials are subject to approval by the COR prior to being used.

TP-1.18 SAFEGUARDING GOVERNMENT PROPERTY.

The Contractor shall cooperate with government personnel in safeguarding government property. The Contractor shall be responsible for reporting acts of vandalism, larceny, or pilferage to the COR. The Contractor shall establish security procedures and safeguards that are compatible with the government's existing procedures to protect equipment, materials, supplies, tools, and other resources. The Contractor shall cooperate with and provide assistance necessary to the government during audits, usage checks of expendable property and inventories of non-expendable property. The Contractor shall maintain accurate records and make them available to the government upon request.

TP-1.19 EMERGENCY WORK. (Item #1) Emergency work is any work required to correct problems caused by failures or deficiencies to project facilities and property, which constitute an immediate danger or health hazard or a threat to property. A surcharge will be paid to the contractor as an additional cost per hour added to the basic hourly rate of services. The Contractor shall prepare an emergency response plan and present it to the COR prior to commencement of the contract. The plan shall provide detailed emergency response information. The name(s), address(s) and phone number(s) of the person(s) to be contacted to perform emergency work shall be submitted to the COR prior to commencement of this contract. This list shall be updated with the COR as any changes occur. This emergency contact person(s) shall have the authority to act on behalf of the Contractor to perform the necessary emergency work without delay. Emergency work will be initiated by notice (phone call or other means) from the COR or a designated representative and the Contractor shall initiate corrective action immediately. The Contractor shall notify the COR immediately of any emergency work which cannot be completed within a 24-hour period. COR then has option using of an outside source to complete the work. When emergency situations are recognized by the Contractor or Contractor personnel, the COR shall be contacted immediately and prior to initiating emergency work unless the nature of the emergency requires immediate action to preserve life or avoid injury. In such cases the Contractor shall perform remedial work to temporarily correct the situation and shall advise the COR of the problem immediately.

TP-1.20 NOTIFICATION OF ROUTINE WORK.

When the Contractor is notified of routine work required under these specifications, the Contractor shall respond within forty-eight (48) hours after receipt of such notification (except for emergency work or unless approved in advance by the COR). The notification to the Contractor of work to be performed will be by issuance of delivery orders. Except for emergency to preserve life, avoid injury or restore vital services, work will not begin prior to issuance of a delivery order.

TP-1.21 NOTIFICATION OF NON-ROUTINE WORK. (Items #2-31)

The following procedure will be used prior to the issuance of delivery orders (D.O.) for those services having a value based, in whole or in part, on an hourly unit price (i.e. labor or equipment at the unit price per hour):

a. The Contractor will be provided with a description and/or specifications of the work to be performed. This will normally be accomplished using ORN Form 564, Work Order/Request (See Exhibit D).

b. The Contractor shall complete the portion of the Work Order/Request entitled "COST ESTIMATE", sign and date the form in the appropriate place, and return it to the COR within five (5) days of the date of receipt. The Contractor's estimate shall not be based on dollar amounts, but rather on the number of units required for each service to be used to accomplish the work described or specified.

c. The Contractor's unit estimates will be reviewed by the Government to determine if they are fair and reasonable.

d. Should the estimates be considered unacceptable by the COR, the Contractor and the Government shall enter into good faith discussions. If subsequent discussions fail to resolve the matter, the government reserves the right to obtain the services in question from any source deemed to be in the best interest of the government.

e. After an agreement has been reached on a fair and reasonable estimate, a Delivery Order will be issued. Upon issuance, the Delivery Order becomes a firm, fixed-price order for the work specified. Upon acceptance of the work as specified in the Delivery Order by the COR, the Contractor shall, upon invoicing, be paid the amount shown on the Delivery Order. When work conditions create a significant increase or decrease in work, or additional work not foreseen and described in the D.O. is added, the D.O. may be modified.

TP-1.22 MINIMUM MAN-POWER REQUIREMENTS.

The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

TP-1.23 MINIMUM PERSONNEL QUALIFICATIONS.

Employees, technical personnel, chemical applicators, and consultants shall have the education, experience, or knowledge as evidenced by license, certificate, diploma, etc., to provide a comprehensive understanding of the systems and components to be serviced, operated, maintained and repaired, under this contract. Only qualified mechanics and operators will be permitted to service, operate, maintain or repair heating and air conditioning systems, water and sewage treatment systems, and equipment and vehicles. Only properly trained and qualified employees shall be used in the performance of this contract. Employees will be subject to such government regulations as are applicable during the time of this contract. A "Qualifications File" (education, experience, certification, licenses, etc.) shall be maintained for each employee and subcontractor and a copy submitted to the COR. In the event the COR determines that the Contractor does not have a qualified employee to perform the specified work, the Contractor will be required to immediately provide qualified personnel or to subcontract the work to a specialist qualified to perform the type of work to be accomplished.

TP-1.24 OTHER CONTRACTS.

The government may undertake or award other contracts or have lessees performing certain work, and the Contractor shall fully cooperate with other contractors, lessees, and government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by another contractor, by a lessee, or by government employees. The COR can alter the work schedules of the other contractors, lessees, government employees or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor.

TP-1.25 INCLEMENT WEATHER AND HOLIDAY WORK.

The Contractor shall maintain the schedule of services regardless of inclement weather. Exceptions may be approved by the COR when severe conditions make it impracticable or dangerous to perform the work. Work shall be performed on the holidays (Memorial Day, Independence Day, and Labor Day) during the heavy visitation period (April through October). Also, additional personnel may be required to adequately take care of the additional workload during periods of heavy visitation.

TP-1.26 APPLICABLE PUBLICATIONS.

The Contractor shall perform technical work in accordance with applicable publications. They include but are not limited to:

MANUFACTURER'S RECOMMENDATIONS:

Operating Manuals
Repair Manuals
Maintenance Manuals

INDUSTRIAL STANDARDS AND CODES (Latest Editions):

Underwriter's Laboratories, Inc.
National Electrical Code
National Warm Air & Air Conditioning Association
Association of Fan Manufacturers
National Fire Protection Association
Sheet Metal Manufacturers
Air Moving and Conditioning Association
American Society of Heating, Refrigeration & Air Conditioning Engineers
American Welding Society
American National Standards Institute
American Concrete Institute
Portland Concrete Association
Asphalt Institute
American Institute of Steel Construction
National Association of Architectural Metal Manufacturers
Architectural Aluminum Manufacturers Association
The Aluminum Association
American Society for Testing and Materials
Flat Glass Marketing Association
American Association of Nurserymen, Inc.
OSHA Safety Standards

TP-1.27 DAMAGE TO GOVERNMENT PROPERTY.

The Contractor shall use reasonable care to avoid damaging buildings, equipment, and vegetation on the government installation. Vehicles used in the performance of this contract shall be used only on designated roads or trails unless otherwise approved by the COR. If the Contractor's failure to use reasonable care causes damage to any property, the Contractor shall replace or repair the damage at no expense to the government as the COR directs. If the Contractor fails or refuses to make such repairs or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

TP-1.28 SECURITY AND ACCESS.

The Contractor will be furnished keys to the buildings and gates. No duplicates of the keys are authorized to be obtained in any manner by the Contractor or any of his/her employees. Additional keys required by the Contractor will be furnished by the COR. Security of the keys shall be the responsibility of the Contractor and the keys shall be signed for when received.

TP-1.29 PAYMENT.

The Contractor will be paid only for work accomplished and performed in accordance with these specifications and the requirements of Delivery Orders. The Contractor's administrative time to accomplish work, including time spent traveling to and from the job site and for the purpose of transporting personnel, equipment, incidental materials and supplies to the job site will not be considered as work for payment under this contract. If material can easily be transported to the job by the Contractor's personnel going to the job site no additional payment will be made. When the Government requires the Contractor to pickup GFI from local suppliers or if quantity requires special trips or arrangements the payment will be made per delivery order that authorized the work.

TP-1.30 DEFINITIONS.

As used throughout this description/ specification, the following terms shall have the meaning set forth below:

a. Contractor. The term Contractor refers to the prime Contractor and all Contractor employees and personnel. The prime Contractor shall be responsible for ensuring that all subcontractors comply with the provisions of this contract.

b. Contractor Representative. A foreman or superintendent, assigned to represent the interests of the Contractor with regards to matters involving this contract.

c. Contracting Officer. A government employee with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

d. Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to be responsible for the administration of the contract.

e. Hazardous Materials. Chemicals that have been determined to present risks to safety, health, and property during transportation or use. An element, compound, or mixture that when discharged in any quantity, onto land or water, poses an imminent and substantial threat to public health and welfare. Materials such as flammable/combustible materials, acids, caustics, compressed gases, oxidizers, etc.

f. Hazardous Waste. Waste that because of its quantity, concentration, or characteristics may pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Such waste may include, but is not limited to, used paint, solvents, oil, gasoline, other petroleum products, pesticides, cleaners, antifreeze, batteries, etc.

g. Maintenance. The recurring day-to-day, periodic, or scheduled work required to preserve or maintain a facility in such condition that it may be effectively utilized for its designated functional purpose. Maintenance includes work undertaken to prevent damage to a facility which otherwise would be more costly to restore. Maintenance also includes work to sustain existing components.

h. Preventive Maintenance. Acts of maintenance done to prevent failures and to ensure efficient operation on a routine schedule.

i. Quality Assurance. A method used by the government to provide a measure of control over the quality of services provided by the Contractor.

j. Quality Control. A method used by the Contractor to inspect and control the quality of services provided.

k. Office. Areas primarily for clerical or administrative functions, which usually contain desks, chairs, file cabinets, tables, and other common office furnishings.

l. Storage/Utility Areas. Areas primarily used for the storage of supplies, materials, or equipment, and areas used for general or utility purposes such as employees' eating areas or parking areas.

m. Restrooms. Sinks, toilets, urinals, etc., provided for the comfort and personal hygiene of persons using the facilities.

n. Showerhouse. Restroom with shower facilities or a structure with shower facilities only.

o. Clean. Free of dirt, impurities, or extraneous matter. The act of removing all dirt, impurities or extraneous matter without damage, injury or impairment to that which is being cleaned.

p. Trimming. The cutting or clipping of all grass, weeds, or other vegetation to a height equal to adjacent freshly mowed grass to produce a neat, orderly appearance.

r. Major Subcontractor. A subcontractor that performs other than one time or incidental services of a minor nature. A subcontractor that is used to perform services on a routine, reoccurring basis (i.e. a subcontractor that is used to perform mowing all season, and custodial personnel).

s. Paved Surfaces. Any surface that has been hardened with blacktop, tar and chip or concrete.

t. Planters. Any intensively landscaped area that is mulched or covered with decorative stone and is defined with timbers, stone, curbing etc. Examples are: areas around entrance stations and sign bases.

**TECHNICAL PROVISIONS
SECTION 2
BUILDINGS, GROUNDS, FACILITIES,
SEWAGE SYSTEMS, ETC.**

TP-2.1 GENERAL.

Except as otherwise specified herein, the Contractor shall provide all materials, supplies, tools, equipment, vehicles, and personnel to perform the services required for the operation and maintenance of buildings, ground and facilities. These services shall include but are not limited to tests, reports, inspections, adjustments, cleaning, repairs, and/or replacement.

TP-2.2 WORK TO BE PERFORMED AND SCHEDULE OF WORK.

a. Wastewater Systems. (Items #0032-0033) The Contractor personnel performing this work shall be certified as a licensed wastewater operator by the State of Kentucky. Monitoring will be scheduled during periods of peak flows. All flows will be recorded in gallons-per-minute. Monitoring Report Forms (ORN Form 456) shall be prepared and sent to Dept. for Environmental Protection, Division of Water/KDPES Branch, Inventory and Data Management Section, 14 Reilly Road, Frankfort Office Park, Frankfort, KY 40601, to Division of Water, Columbia Regional Office, P.O. Box 335, Columbia, KY 42728, and to Resource Managers Office, 855 Boat Dock Road, Somerset, KY 42501. Contractor shall be responsible for adjusting to changes in forms or mailing address during the contract period. Forms shall be completed promptly in order to meet state requirements. The Contractor shall install chlorinator tablets in sewer systems at Fishing Creek and Kendall Recreation Areas as part of the monitoring process. Wastewater systems are located at the following sites:

Site	Type	Estimated No. No.	Type Facility	Estimated No. Inspections with Samples/Year	Inspections with No. Flow
1. Fish. Ck.	Effluent	1	SSF	7	2
2. Kendall	"	1	SSF	10	2

SSF - Subsurface Sand Filter (Sample collected at chlorination manhole)

1) Wastewater Systems – Inspect & Monitor (Item # 0032) The Contractor shall inspect and monitor wastewater systems for flow, normally once a month, during months of operation. Scheduling of all monitoring periods will be coordinated with the COR. For those wastewater facilities without flows, a report shall be submitted and noted “No Flow.”

2) Wastewater Systems – Sample & Test Flow (with flow). (Item #0033) If a flow is detected from a sand filter system, the Contractor shall immediately notify the COR and then perform wastewater testing on samples taken from the system. Laboratory used for analysis shall be approved by the State of Kentucky for potable water and wastewater analysis and analysis shall conform with Kentucky standards. If inspection indicates a flow, additional inspections may be ordered and paid at unit price. The following tests will be performed at wastewater treatment facilities with flows:

<u>Effluent Sampling Test</u>	<u>Type Samples</u>
1. Biochemical Oxygen Demand (5-day)	Grab
2. Suspended Solids	Grab
3. Fecal Coliform	Grab
4. PH	Grab
5. Residual chlorine	Grab
6. Dissolved Oxygen	Grab
7. Ammonia Nitrogen	Grab

b. Septic Tanks. (Item # 0034) Pumping out of septic tanks shall be as required. It is anticipated that septic tanks will require approximately 12 pumpings a year, however visitation and site conditions will determine the actual pump out requirements. The collected waste shall be disposed of at an approved site in accordance with applicable codes and regulations.

c. Beach Samples. (Item # 0035). A single sample shall be taken approximately one week prior to the opening of the beach. After the initial sample, biweekly (every two weeks) sampling is required. The biweekly sample should target the periods when contamination is most likely to be highest. Samples should be collected in the afternoon of peak use days (i.e., holidays and Saturdays or Sundays), if possible, or the day immediately following weekends and holiday weekends (Mondays/Tuesdays). Samples shall be taken between 10:00a.m. and 2:00 p.m. Test for fecal coliform must be performed within six hours of collection. Samples shall be obtained within the designated swim area and approximately ten (10) feet from the shoreline. Containers should be the type approved by the Kentucky Division of Water. Water samples shall be tested for fecal coliform in accordance with the analysis procedures contained in the latest edition of Standard Methods for Examination of Water and Wastewater, and 40 CFR Part 136. Unsatisfactory sample results as defined by the Kentucky Division of Water shall be phoned to the COR immediately. Written reports shall be submitted to the COR within two days of the testing. If sampling indicates a problem, additional samples may be ordered and paid at unit price. The biweekly sampling schedule will continue until the season closure of the beach, or as directed by the COR.

d. Pest Control. (Item # 0036) The Contractor shall provide transportation, materials, tools, supplies, equipment, chemicals, and personnel to provide a comprehensive and effective pest control and baiting system throughout the interior of the following buildings: Resource Manager's Office and Visitor Center, warehouse, maintenance shop, vehicle storage shed, Mill Springs Mill Building and Granary. These areas shall be treated a minimum of monthly to insure effective control. The pest control system shall provide spray application of DIAZINON 4E 1% solution (or equivalent) to baseboard areas, under counters, storage areas, crevices, and mechanical rooms. Exterior of office and visitor center shall be treated as necessary to remove wasp, mud daubers, or wood boring insects. Bait station's using WARFARIN 25% GRANULES (or equivalent) shall be maintained. Interior of office space shall not be treated prior to 4 p.m. Monday through Friday. If additional treatments are required, due to ineffective control, they shall be the responsibility of the Contractor at no additional charge to the government. All pest control applicators shall be licensed and certified. A Pesticide Application Report shall be submitted after each treatment.

e. Parking and area lighting bulbs (pole lights). (Item # 0037)

Replace light bulbs in pole lights in project area. Most pole lights are located around parking lots, however some, such as at Mill Springs are used as general area lighting. Contractor shall supply replacement bulbs.

f. Test Fire Hose. (Item # 0038)

The Contractor shall test fire hose annually. Each section of hose is approximately 50 feet. Hose Test procedures shall conform to the National Fire Prevention Association (NFPA) standards, Chapter 5 Service Testing. Hose may be tested on site or off, however it must be returned to the original location within the same workday as testing to insure adequate fire protection. Testing shall be accomplished on days with low humidity (<50%) to insure proper drying of hose prior to storage.

**TECHNICAL PROVISIONS
SECTION 3
MOWING AND DEBRUSHING**

TP-3.1 GENERAL.

The work consists of furnishing labor, equipment, vehicles, tools, supplies, and materials necessary to mow and trim the grounds on and around the Lake Cumberland project. Locations and mowing limits of the areas are shown on the site maps located at the Contract Administration Office and may be seen at the time of site inspection. General mowing specifications apply to all areas. Special provisions for specific areas are listed in paragraphs TP-3.3 a-g.

TP-3.2 LOCATION OF WORK.

The work shall be performed in the areas listed or shown in Exhibit A, TP-3.6, and sketches of the areas to be mowed that are available at the Contract Administration Office.

TP-3.3 WORK TO BE PERFORMED. (Item # 0039 - 0051)

All areas including road shoulders, ramp shoulders, ditches (ditches include backslope to elevation of road surface), playground areas, and nature trails shall be mowed by the Contractor. The approximate number of acres and sites to be mowed are shown on Exhibit A and TP-3.6. Mowing and trimming of nature trails includes trimming weeds and overhanging limbs a minimum of two (2) feet to the sides of the trail to a height of eight (8) feet. Areas around buildings, signs, sidewalks, sign posts, barricade posts, gates, vents, manholes on sand filter sewage systems, shrubbery, trees, guardrails, culverts, picnic tables, garbage cans, parking lots, playgrounds, boat ramps, communication towers, and fences within each designated area shall be mowed and/or trimmed to maintain a neat appearance. Mowing shall be accomplished as directed by the COR to a height of not more than 4" or less than 2" above the ground. The mowing height range for the dam, entrance road, and water tank hill will be 3" to 5". Mowing height, within this range, will be established during the first mowing by the COR and a Contractor representative. This same height shall be maintained throughout contract unless deviation is approved by the COR. Mower blades shall be kept sharp to insure proper cutting action. Mowing intervals will be based on grass height, grass conditions and soil conditions. An average of 12 mowings is anticipated. Mowing and trimming shall not damage any trees, shrubbery, or other ornamental plantings endanger or annoy visitors in the area. The areas around trash cans, traffic counters, and electrical and water hookups are to be mowed and trimmed (25 sq. ft. minimum). Except for hand trimming, the Contractor shall leave occupied sites and complete the mowing after the visitors leave. Mowing shall not be accomplished on Saturdays, Sundays, and Federal Holidays. Mowing will be limited to the hours of 9:00 a.m. to 7:00 p.m. Mowing shall be accomplished in a manner so as not to throw grass on sidewalks, under picnic tables, on paved roads, parking lots, and planters but rather away from such surfaces. If grass or gravel is thrown on these surfaces, it shall be removed by the Contractor prior to the end of the working day. Grass and weeds shall be removed from planters, mulched areas, trees, beaches, playgrounds, cracks in pavement, around curbs and around restrooms and washhouses each time trimming is accomplished. "Weedeater" type trimmers shall not be used around small (less than 4" DBH) trees or young plants. Mowing in an area shall be performed in one continual operation until completed. Trimming crews shall follow the mowing crews immediately in order to leave each area in a neatly mowed condition. Mowing will not be considered complete until trimming is completed and grass clippings removed from paved surfaces. Each mowing and trimming will be accomplished only after coordination by the Contractor's superintendent with the COR or his designated representative. Mowing shall not be permitted when ground is so wet that mowing operations cause wheel rutting or when dry conditions will cause turf damage. Mowing will not be permitted when the grass is so wet that the grass piles or does not mow properly. Mowing shall be started within two (2) days of notice to proceed. Mowing and trimming within each area shall be completed within three (3) days from the day started. Directional signs to all areas shall be mowed and trimmed as outlined in typical sketches available at the Contract Administration Office. Signs shall have a minimum 100 foot sight distance.

Mower clippings shall be evenly or uniformly distributed throughout the mowing area. Before each mowing, the Contractor shall pick up litter and debris within the mowing area and place it in garbage cans or remove it from the site. Newly seeded areas shall not be mowed until directed by the COR. With prior approval of the COR, some herbiciding may be used in lieu of mowing. This may be used in areas such as around trees, guardrail, road shoulders and ditches that are difficult to mow due to steepness, obstructions or moisture. After herbiciding is complete and kill is thorough, these areas shall be mowed and/or trimmed to remove unsightly dead grass. Special provisions for specific areas are listed below.

a. Resource Manager's Office and Service Base. (Item # 0039) A minimum distance of two (2) feet beyond the ditch line along roadway to visitors center shall be mowed. The area at the Resource Managers office may require mowing more often than recreation areas.

b. Fishing Creek Beach. (Item # 0041) Mowing of Fishing Creek Beach shall be accomplished prior to 11:00 a.m. Eastern Time.

c. Roads in Kendall Forest. (Item # 0052) Mowing shall include any vegetation within the road and a variable shoulder width from six to ten (6-10) feet on each side. It is anticipated that mowing in this area will be accomplished only twice, June and October. This mowing may be accomplished using tractor and single or multi-bladed mowers.

d. Whispering Pines Trail. (Items # 0053) Mow grass and vegetation on and along Whispering Pines Trail. The old roadway section of the trail shall be mowed to the width of the existing shoulder. The new section of the trail shall be mowed and trimmed to 2 ft. on either side of the stone base.

e. Wildlife Areas. (Item # 0054) Maintain wildlife openings by mowing fields with bush hog type equipment.

f. Wolf Creek Dam (WCD) Shop Area. (Item # 0055) Mow area inside fence and a previously mowed area outside fence.

g. Water Tank & Cemetery Hill. (Item # 0056) Mow area around tank, roads & parking to include a 2 ft shoulder.

TP-3.4 DEBRUSH AT KENDALL. (Item # 0057) Bushhog and/or hand debrush the riverbank area from Kendall day use area to the dam, two signs on the opposite side of the river and one sign downstream of the ramp. Signs included are the two downstream of the dam that requires PFD use and two DANGER signs. Work will consist of debrushing to prevent regrowth of woody plants that would interfere with the view of the dam from the day use area and obstruct the view of riverbank warning signs.

TP-3.5 EQUIPMENT.

The Contractor shall have available sufficient equipment, manpower, and other resources to mow each area within the time provided by the contract. Equipment shall be in good operating condition and may be inspected by a representative of the COR prior to beginning work. Mowing in recreation areas shall be accomplished with small mowing equipment such as push and riding mowers that are designed for lawn mowing. Riding mowers shall have turf type tires that will not damage grass. Mowers over 20 hp may be used only if approved in writing by the COR. Discharge guards/deflectors shall remain in place and functional at all times. Contractors equipment may be stored on government property when not in use, with prior approval by the COR.

TP-3.6 HERBICIDING.

With the COR's **prior approval**, some areas such as guardrails, road shoulders, roadways, curbing, sidewalk or parking lot cracks, impact picnic and campsites, impact areas around shelters, walkways, and gravel parking areas may be herbicided (**at no additional cost to the Government**) in lieu of weeding or trimming. After herbiciding is complete and kill is thorough, these areas shall be mowed, trimmed and/or weeded to remove dead grass. A

Herbicide/Pesticide Application Report shall be submitted to the COR or his designated representative for each herbicide treatment. When treated areas begin new growth, they shall be trimmed in accordance with these specifications until permission is requested and granted for any additional herbicide treatment.

If the Contractor elects to perform herbicide applications under this specification, the Contractor shall provide all qualified supervision and personnel (State Chartered and licensed applicators in the appropriate categories) required to apply the chemicals used. All herbicides shall be applied in strict accordance with labeling restrictions for the herbicide, and in accordance with all EPA, State, Local laws, rules and regulations. Information on areas to be treated, Material Safety Data Sheets (MSDS) for the chemical to be used, and identification and certification of application personnel must be submitted in advance along with the Contractor's request.

TP-3.7 ESTIMATED QUANTITIES FOR AREAS NOT LISTED IN EXHIBIT A.

	APPROX. ACRES AREATO BE MOVED	APPROX. MILES TO BE MOWED	ESTIMATED MOWINGS
Roads in Kendall Forest	N/A	4.3	2
Dam entrance road shoulders	3.0	N/A	4
Water tank/cemetery Hill	.5	N/A	4
Wildlife Areas	10	N/A	1
Wolf Creek Dam Shop Area	.5	N/A	6

TECHNICAL PROVISIONS
SECTION 4
CARETAKER SERVICES
RECREATION AREAS AND FACILITIES

TP-4.1 GENERAL.

The work consists of furnishing labor, tools, equipment, vehicles, transportation, materials, and supplies necessary to service the facilities and grounds in recreation and access areas at Lake Cumberland. A description of the areas and facilities upon which work is to be performed is shown in the attached Exhibit A. The months of operation listed in Exhibit A are estimated based on normal conditions and past use. The months of operation may be changed during this contract and Level I, II, III, and IV services may be required at any time throughout the year. Depending on visitation, different levels of work may be ordered during the same time frame at different areas. When campgrounds are scheduled to close on Friday, Saturday, or Sunday they will remain open until 12:00 p.m. on the following Monday. Payment for cleaning services for additional days will be based on unit prices or prorated based on monthly price, depending on payment units.

TP-4.2 WORK TO BE PERFORMED.

a. Washhouses and Restrooms.

Heavy Cleaning (Items # 0058 & 0059) - Clean and deodorize all structures and fixtures by mopping and scrubbing with approved cleaners, disinfectants, and deodorants. Stains, deposits, and dirt shall be removed. The Contractor shall supply timed-release deodorizers for each washhouse and restroom. Mirrors shall be cleaned to maintain reflective qualities. Disinfectant shall be poured in floor drains once per week to maintain trap seal and eliminate odors. Disinfectant shall be compatible with septic systems. Trash cans shall be emptied, liners replaced and paper towel and soap dispensers cleaned and restocked. At least one full roll of toilet paper per fixture shall be left at each cleaning. Multiple roll fixtures shall be filled to at least 50 percent capacity. Large capacity rolls shall be replaced when less than one fourth (1/4) of a roll remains. Remove insects, insect nests and/or webs from louvers, screens, doors, windows, floors, light fixtures and covers, inside and outside walls, ceilings, recesses, and eaves. If insect nests are inaccessible, the Contractor shall take the necessary steps to exterminate insects. Replace defective and burned out light bulbs (bulbs furnished by contractor) inside and outside buildings. Bulbs used shall be equal to original equipment bulbs for which the light is designed. Washer and dryer areas are considered a part of washhouses. Outside grounds and facilities associated with the building shall be cleaned. This includes sweeping walks and paved parking areas, cleaning water fountains, benches and grounds. Remove any drawings, writings, or graffiti that can be removed with commercial cleaners. No standing water or mop strings shall be left on surfaces after cleaning of facility. Pipe chases shall be kept clean and free of dirt, debris, insects, insect nests, trash, and empty containers. Equipment and supplies shall be stored in a neat and orderly fashion so that there is easy access to equipment within the pipe chase. The Contractor's personnel shall sign a log upon entering and leaving restroom and washhouses for caretaking service.

Light Cleaning (Items # 0060 & 0061) - Clean floors, damp wipe fixtures, spot clean walls, dividers or any soiled areas. Remove trash and replace liners, pick up litter, sweep walks, clean adjacent area, and restock toilet paper holders. If portable toilets require cleaning they will be paid at the light cleaning bid item price. The Contractor's personnel shall sign a logbook upon entering and leaving restroom and washhouses for caretaking service.

b. Picnic Shelters. (Item # 0062)

Clean structures including floors, tables, benches, and grills. Hose and scrub concrete surfaces. Remove insects, insect nests, webs, etc. Outside grounds and facilities associated with the shelter shall be cleaned. This includes sweeping walks and steps, cleaning water fountains and benches, and removing litter.

c. Picnic Sites and Campsites. (Items # 0063 & 0064)

Clean tables including seats, tops and base slabs and impact area. Remove insects, insect nests and webs from the facilities. Remove cold ashes from grills and fire rings and dispose of in authorized dumping areas. Empty picnic site trash cans and replace liner. Wash cans as needed. Use wire brush on grill cooking surfaces weekly. Associated grounds and facilities such as the impact areas, parking areas, steps and walks, water fountains or hydrants, electrical outlets and service tables shall be clean and free of debris and leaves. Cleaning of trash cans at picnic sites shall be included in unit price for picnic sites.

d. Litter removal - Recreation and Access Areas. (Items # 0065 & 0066)

Pick up trash, paper, bottles, broken glass, limbs, cans, can tabs, animal carcasses, and other debris including driftwood and dispose of off site. Report, to the COR dead trees or large tree limbs in the area which could create a hazard. Contractor shall remove fallen trees or limbs (less than six (6) inches in diameter) which are blocking any campsite, picnic site, road, parking area, or ramp and which would interfere with the full use of the area in any way or be a hazard to the visiting public. Large trees or limbs shall be removed under separate delivery order. This work shall be accomplished in all portions of public use areas, to the boundaries of the following described areas (including roads, road shoulders, ditchlines, trails, drains, culverts, launching ramps, courtesy docks, playgrounds and parking areas).

Mowed or cleared/landscaped areas: All portions of public use areas that are kept mowed, trimmed or have been cleared of underbrush. In addition to routine litter removal, leaves shall be removed from planters and/or flowerbeds.

Wooded or uncleared areas: 10 feet into these areas from mowed or cleared areas including roads, road shoulders, and parking areas. Leaves are excluded from litter removal in these areas.

Roadways, Trails and Parking Lots: All areas 20 feet to either side of roadways, parking areas and trails. If a trail terminates at the shoreline, litter shall be removed from an area 50 feet upstream and 50 feet downstream of the end of the trail.

Camping and Picnic Areas: The area around and between sites, regardless of whether areas are wooded or cleared. Litter shall be removed from roads, trails, paths, mowed and cleared areas and from 20 feet around sites.

Ditchlines: Clean ditchlines, drains, catch basins, and culverts of items such as leaves, limbs, dirt, gravel, rocks, sticks, cans and bottles. A ditchline shall be defined as the entire area of drainage from both slopes of the trough. Ditchlines adjacent to roadways shall be cleaned from the edge of the pavement to the top of the slope feeding the ditch. Cleaning shall consist of picking up and removing debris and depositing in an approved dump site. Ditchlines shall be maintained to insure that they do not become blocked. During the period that areas are closed, all ditchlines, culverts, catch basins and drains shall be kept open and free of obstructions including leaves. Occasionally, large rocks or heavy accumulation of debris and silt will require the use of equipment (such as a backhoe) to maintain ditchlines.

Shoreline. As part of the litter removal the shoreline at Fishing Creek Recreation Area, to the water's edge, in the area 10 feet past the downstream end of beach section to the east end of the lower parking lot, shall be kept free of drift and other debris. This includes debris that is either disposed of by the public or deposited by lake fluctuation.

e. Trash Cans. (Item # 0067) Remove the contents of trash cans and pick up material on the ground or floor around each container. Trash cans shall be replaced securely on stand or post (if provided), a liner installed, and the cover replaced securely on the can. Any can that is soiled internally or externally shall be washed and disinfected. Damaged or missing cans shall be reported to the COR. This section will cover trash cans other than at picnic sites, which are covered by picnic site cleaning.

f. Dumpsters. (Item # 0068 - 0072) At Kendall, Cumberland Point, Waitsboro, and Fishing Creek, and Fall Creek Recreation Areas one or more central garbage bins or dumpsters will be placed in the camping area.

Campers will be requested to deposit their garbage in these bins or dumpsters. If campers fail to deposit their garbage into the bins or dumpsters, the Contractor shall be responsible for depositing this trash into the bins or dumpsters. Garbage shall be disposed of off-site or the contractor may use dumpsters placed outside the recreation area to eliminate the need to take garbage off site each day. If dumpsters are used they shall be a minimum of eight (8) cubic yards. Placement of dumpster shall be coordinated with the COR prior to placement. The grounds around these bins or dumpsters shall be kept free of litter and garbage.

g. Sanitary Dump Stations. (Item # 0073) Thoroughly clean and disinfect concrete surface and fixtures of sanitary dump stations and remove litter from area around the facility.

h. Bulletin Boards. (Item # 0074) Thoroughly clean all structures and remove insects, insect nests and webs from the facilities. Remove graffiti. Clean glass, plexiglass, or mesh. Associated grounds and facilities shall be cleaned and litter removed. This includes walks and steps, benches, water fountains, grills, electric outlets, and impact areas. Report safety hazards and damaged facilities to the COR.

i. Fish Cleaning Station Level I-III. (Items # 0075 - 0077) Servicing of the fish cleaning station at Kendall Recreation Area will consist of removing trash, debris and fish parts, including associated film, from the station. Hosing and wet mopping is permitted. No standing water shall remain after cleaning operations.

j. Furnish Trash Bags to Park Attendants. (Items # 0078 - 0082) The Contractor shall furnish and transport trash bags to the park attendants, for distribution to the incoming campers. Trash bags shall be a minimum of 1.5 mil and a 33-gallon capacity.

k. Wolf Creek Dam Shop Area. (Item # 0083) The Resource Management shop area at Wolf Creek Dam shall be cleaned weekly. The parking area and paved surfaces shall be cleared of trash, debris, and leaves. The floor of the open shed shall be swept. The restroom and office areas within the building shall be cleaned according to standards established in this section for washhouse and comfort station heavy cleaning.

l. Playground Equipment. (Item # 0084) Keep area around playground equipment free of trash and debris such as broken glass, cans, bottles, and leaves. Rake and level sand or other resilient material to maintain uniform surface. Inspect and complete a playground inspection form (provided by the Government) weekly. Report any unsafe equipment or conditions to COR immediately.

m. Whispering Pines Trail. (Item # 0085) Litter shall be removed from the trail and 20 ft. on each side of trail for the entire 2.2 miles. In addition to litter removal the gravel impact area (from campground to pines roadway) shall be blown free of twigs and leaves.

n. Cemetery Parking and Water Tank Hill Road. (Item # 0086) Litter shall be removed from parking and roadway on an as ordered basis.

o. Pre-Season Cleaning. (Item # 0087 - 0093) The contractor shall prepare parks for opening by cleaning facilities to standards described as heavy cleaning in this contract.

p. Service Courtesy Floats and Launching Ramps. (Item # 0094 - 0100) Lake fluctuation requires movement of courtesy floats to new anchoring points and ramps must be cleared of debris to allow launching. Courtesy floats and ramps will be ordered during months when considerable lake fluctuation is anticipated. These are located at Waitsboro Recreation Area, Fishing Creek Recreation Area, Cumberland Point Recreation Area, Halcomb's Landing Access Area, Fall Creek Recreation Area, Lakeview Access Area and Mill Springs Mill (no ramp).

(1) Courtesy Floats: Courtesy floats shall be checked daily. Move to new anchor as needed to keep float from dry docking or walkway from becoming submerged. The Contractor may allow the float to dry dock when the lake falls below the lowest anchoring points. When high water exceeds the highest anchoring point the Contractor shall remove the cat walk (this may be left in place and buoyed) and secure the float to ensure no damage

to float or catwalk. The float and catwalk shall be reconnected when the lake recedes. The contractor shall be responsible for damage to floats if they are not properly moved as lake falls or rises.

(2) **Launching Ramps.** Launching ramps shall be kept free of gravel, drift, and other debris. This includes the ramp ditch lines and fill slope to the waters edge. At ramps without a definite ditchline the shoulders to the bluff or edge of rip rap shall be cleaned. Disposal of debris shall be as directed by the COR. During periods of rapid lake fluctuations ramps may need to be cleaned daily.

q. **Leaf Removal from Mowed Areas.** (Item # 0101 - 0107) Leaves shall be removed from mowed areas to prevent damage to grass. Leaves shall be removed to an off-site location or to an area approved by the COR. Leaves shall also be removed from within four (4) feet of buildings and from planters to eliminate fire hazard. This work will normally be done one (1) time per year in November.

r. **Additional Cleaning.** The contractor may be required to perform additional cleaning of recreational facilities during periods of heavy visitation or special events. This cleaning may be ordered to supplement cleaning under any level. Additional cleaning will be paid at the unit price established in this section. Examples include heavy and light cleaning of restrooms and washhouses, picnic shelters, litter and trash removal.

TP-4.3 SCHEDULE OF WORK.

The following schedule of services are the minimum acceptable. Additional cleanups may be required to insure a satisfactory standard of cleanliness. No work shall begin prior to 7:00 a.m. or continue after 6:00 p.m. When work is required less often than daily or the days of the week are not specified in the contract the Contractors schedule must be approved by the COR. Different levels of work may be utilized at different locations at the same time. Example: During June Kendall may be Level I, Fall Creek Level II, and Farmer's Mill Level III.

a. Level I Work:

- (1) Restrooms, Portable toilets & Washhouses.

Heavy Cleaning. Seven days each week, between 7:00 a.m. and 9:00 a.m. each day.

Light Cleaning: As ordered. These cleanings will normally be conducted between 2:00 p.m. and 4:00 p.m. but may be ordered anytime between 9:00a.m. and 6:00 p.m.

(2) Picnic Shelters. Five (5) days per week, Sunday, Monday, Wednesday, Friday, & Saturday, between 8:00 a.m. and 11:00 a.m.

(3) Picnic Sites. Five (5) days per week, Sunday, Monday, Wednesday, Friday, & Saturday, between 8:00 a.m. and 11:00 a.m.

(4) Campsites. Campsites in fee areas shall be cleaned upon departure of camper and prior to arrival of next camper not to exceed 24 hours after departure. The Park Attendant will provide a list of sites to be vacated daily. Delivery orders will estimate campground turnover and will be verified and paid for based on actual daily reports. If arrival of new camper does not allow time for cleaning the caretaker shall ask the new camper if they need their site cleaned. If they do not need the site cleaned the caretaker shall note this on the report and the contractor shall not bill for these sites.

(5) Litter. Two days per week, Monday & Friday between 8:00 a.m. and 2:00 p.m.

(6) Trash Cans. Five days per week, Sunday, Monday, Wednesday, Friday and Saturday between 8:00 a.m. and 11:00 a.m.

(7) Bulletin Boards. Weekly by 11:00 a.m.

(8) Fish Cleaning Station. Two (2) times per day, seven (7) days per week between 7:00 - 9:00 a.m. and 2:00-4:00 p.m. During holiday weekends or special events the fish cleaning station may require additional cleaning.

(9) Playgrounds. Seven (7) days per week by 11:00 a.m. Complete playground inspection form and submit to COR weekly.

(10) Sanitary Dump Stations. Clean daily by 11:00 a.m.

b. Level II Work:

(1) Restrooms, Washhouses & Portable Toilets.

- Heavy Cleaning: Four days each week, Friday, Saturday, Sunday & Wednesday, between 7:00 a.m. and 10:00 a.m. each day.

- Light Cleaning: Three days per week, Monday, Tuesday & Thursday, between 7:00 a.m. and 10:00 a.m. each day.

(2) Picnic Shelters. Four (4) days per week on Wednesday, Saturday, Sunday and Monday between 8:00 a.m. and 10:00 a.m.

(3) Picnic Sites. Four (4) days each week on Wednesday, Saturday, Sunday, and Monday between 8:00 a.m. and 11:00 a.m.

(4) Campsites. Campsites in fee areas shall be cleaned upon departure of camper and prior to arrival of next camper not to exceed 24 hours after departure. The Park Attendant will provide a list of sites to be vacated daily. Delivery orders will estimate campground turnover and will be verified and paid for based on actual daily reports. If arrival of new camper does not allow time for cleaning the caretaker shall ask the new camper if they need their site cleaned. If they do not need the site cleaned the caretaker shall note this on his report and the contractor shall not bill for these sites.

(5) Litter. One day per week on Friday between 8:00 a.m. and 2:00 p.m.

(6) Trash Cans. Five times each week on Friday, Saturday, Sunday, Monday and Wednesday between 8:00 a.m. and 11:00 a.m.

(7) Bulletin Boards. Weekly by 11:00 a.m.

(8) Fish Cleaning Station. A minimum of one (1) time per day by 10:00 a.m.

(9) Playgrounds. Seven (7) days per week by 11:00 a.m. complete playground inspection form and submit to COR weekly.

(10) Sanitary Dump Station. Daily by 11:00 a.m.

c. Level III Work: Level III may be used at any recreation area during any portion of the year. This level may be used if budget constraints limit expenditures in an area, when only a portion of an area is open or during the winter season. Level III may be used during any portion of the year at access areas. The following schedule is anticipated at Recreation Areas.

(1) Restrooms, Washhouses & Portable Toilets.

- Heavy Cleaning. As ordered. If ordered under this level cleaning will be required on Monday and Friday, between 7:00 a.m. and 9:00 a.m.

- Light Cleaning. N/A.

(2) Campsites. As ordered based on occupancy.

(3) Picnic Sites. Two (2) days each week on Monday and Friday between 8:00 a.m. and 11:00 a.m.

(4) Picnic Shelters. Two (2) days per week on Monday and Friday between the hours of 8:00 a.m. and 11 a.m.

(5) Litter. One (1) day per week on Friday by 10:00 a.m.

(6) Trash Cans. Two (2) days per week on Mondays and Fridays between the hours of 8:00 a.m. and 11:00 a.m.. Occasionally heavy day use such as at Waitsboro during the early winter and early spring will require refuse removal more than two (2) times per week. When this is the case the COR will order additional cleanings at the trash can unit price.

(7) Fish Cleaning Station. One (1) day per week on Monday by 10:00 a.m.

(8) Playgrounds. Two (2) days per week on Monday and Friday by 11:00 a.m.

d. Level IV Work: This service will normally be used at small access areas or for winter service. Frequency of cleaning may vary from estimated schedule and will be denoted in individual Delivery Order. The day of cleaning shall be approved by the COR.

(1) Litter. One (1) time per week.

(2) Trash Cans. One (1) time per week.

TP-4.5 LOCATION OF WORK. The work described herein shall be performed in those areas shown in Exhibit A.

TP-4.6 SPECIAL PROVISIONS.

a. Water. Water required for cleaning may be obtained from existing Government water supply systems or from other sources approved by the COR. The Contractor shall furnish equipment necessary to load, contain and transport water for cleaning in areas where water is not available. Fresh clean water shall be used for cleaning services.

b. Dumping and Disposal Areas. The Contractor shall dispose of garbage, refuse and litter in a state or county approved landfill. No dumping or disposal shall be permitted upon Government property without prior approval from the COR. The Contractor shall provide the COR landfill receipts upon request.

c. Equipment. The Contractor shall furnish and maintain sufficient equipment suitable to perform the work. Dumpsters shall be leak proof and lids shall be closed when not depositing garbage. Vehicles used to haul refuse to dump sites shall be covered to prevent refuse from falling or blowing off the vehicle. Vehicles used for hauling trash and refuse shall not leak onto roadways while servicing an area. Equipment to be used in the work will be inspected and approved by the COR as to condition, safety and suitability for the work prior to its use.

d. Schedule Variances. The services described in this section are minimum requirements. The intent of this contract is to provide neat, clean and safe facilities for the general public; therefore additional services may be required as a result of heavy use, vandalism, etc. The Contractor can expect a heavier workload in some areas and a lesser workload in other areas depending on visitation and shall be required to meet prescribed standards regardless of the schedule of services described herein. The COR may order any combination of Level I, II, III, and IV work

for areas covered during any work month. During parts of the year areas may be closed completely and not require any services.

e. Signs. Signs meeting state highway standards or EM-385-1 shall be required when the normal flow of traffic is restricted or hazards such as open ditches are created.

f. Meters. The water meters at Fishing Creek, Waitsboro, Fall Creek, Mill Springs, 76 Falls, Kendall, and Cumberland Point shall be read on days that caretaking services are performed, and the COR notified if reading is out of norm. Maintain log of water readings and turn in each month to the COR.

g. Sweeping. Contractor may choose to use blowers to sweep exterior areas, such as, sidewalks, roadways, parking areas, campsites and picnic sites. If blowers are used the removed debris shall be removed from edge areas to prevent unsightly build up along edges. Blowers shall not be used prior to 10:00 a.m. in the Campgrounds.

TECHNICAL PROVISIONS
SECTION 5
MAINTENANCE OF LANDSCAPED AREAS AND HERBICIDING

TP-5.1 GENERAL.

The Contractor shall perform snow removal, tree removal, and herbiciding as set forth in the following specifications.

TP-5.2 SNOW REMOVAL. (Item # 0108)

The Contractor shall supply equipment necessary for snow removal at the Resource Managers Office and shop area. Contractor shall respond within 4 hours of notification to begin removal. When significant icing occurs application of melting chemicals and/or sand or crushed stone (furnished by the Government) shall be applied after snow is removed. Snow shall be removed from roadways, parking areas, walkways and steps. Sketches showing the area to be cleared are available at the Contract Administration Office.

TP-5.3 TREES REMOVAL/ BRUSH CHIPPING. (Item # 0109 - 0115)

Trees and limbs in public use areas which are dead, diseased, fallen, pose a safety hazard or which interfere with use of project facilities shall be removed and cut into firewood lengths (18-24 inches) for use in campfires. Firewood from such operations shall be hauled to the nearest secure campground or an area designated by the COR. A secure campground is defined as one with a park attendant or locked gate. Firewood shall be stockpiled at the firewood sale point in fee campgrounds. Stockpiles of wood in campgrounds shall be neat. No firewood shall be disposed of or stored off government property. Resulting limbs and slash shall be disposed of off site or in an area approved by the COR. Limbs and brush from tree removal may require chipping prior to disposal as directed by the delivery order. Stumps resulting from these services shall be cut low enough or removed to permit mowing and to eliminate tripping hazards. Trees that do not pose an immediate hazard may be included in the Project Firewood Sale Program and cut by others.

TP-5.4 HERBICIDING.

Contractor shall provide herbicides and ground application services complying with all local, state, and federal laws concerning licensing requirements for persons applying herbicides. Contractor shall keep application records as required by state, local and federal regulations. Applicator shall also sign and provide information for completing ORD Form 1031, as required by the Corps of Engineers. Protective clothing specified on the herbicide label or MSD sheet shall be worn during application. Only the herbicides "ROUNDUP", "HYVAR X-L", "BANVEL" and "CARMEX-DF", or equal, which bear an approved EPA registration number shall be used. Use of alternative herbicides shall require prior written approval of the COR. Herbicides shall be applied uniformly over the area to be treated. Accutrol herbicide adjuvant or other spray additives (emulsifiers, surfactants, wetting agents, drift control agents, or penetrants) shall be used for wetting, penetration, or drift control as required. Contractor shall provide sales receipt for herbicides used in this section. If initial treatments are not effective, the Contractor shall re-treat to ensure a complete kill at no additional cost to government. Herbicide dilution rates shall be according to the manufacturer's specified application rate. Services shall be performed in a manner that will assure complete safety to all persons in the area. After herbiciding is complete and kill is complete, the treated area shall be mowed/trimmed to remove unsightly dead grass. This trimming will not be required on the upstream riprap at dam. Delivery orders for herbiciding will be received only after inspection reveals that a thorough application and kill has been accomplished. The Contractor shall not apply any herbicide prior to notifying the COR of the place and time application is to begin. Herbicide shall normally be applied between 1 May and 30 June. A pesticide applications report shall be submitted after each application.

Areas to be sprayed include:

(a) Wolf Creek Dam (Upstream) (Item # 0116) The rip rap area at Wolf Creek Dam is designated on herbiciding map located at the Contract Administration office, and will be described during site visits. Area consist of approximately 18 acres of riprapped embankment. This area varies in size with the fluctuation of the lake. The acreage to be herbicided will be measured based on the elevation of the lake. Payment will be based on actual acreage herbicided at the time delivery order is issued. Mixture shall be Hyvar X-L and Banvel mixed and applied according to manufacturer's specifications.

(b) Wolf Creek Dam (Downstream) (Item # 0117) Approximately 35,000 square yards of ditch lines, 8,000 square yards of hand placed rip rap, and 5,391 lineal feet of fences and buildings shall be herbicided below Wolf Creek Dam. Maps designating these area are located at the Contract Administration Office. Mixture shall be Hyvar X-L and Banvel mixed and applied according to manufacturer's specifications.

(c) Campsites & Picnic Sites (Items # 0118 & 0119) Campsite and Picnic Area Spraying. Vegetation growing inside impact area of campsites and picnic sites shall be sprayed with Roundup. Coverage shall be adequate to insure kill of vegetation existing at time of spraying. Additional spraying may be ordered later in season. Some campsites utilize part of the road shoulder for vehicle parking (Fishing Creek). These areas will be considered part of the campsite.

(d) Post Emergent & Pre Emergent Herbicide (Items # 0120 & 0121) Pull offs, road shoulders and miscellaneous areas. Pull offs, road shoulders, and miscellaneous areas such as gravel walks and paths shall be sprayed with "Banvel" (pre emergent) or "Roundup" (post emergent) as directed by the COR. Payment will be based on sq. yds. sprayed.

(e) Parkers Lake and Morris Hill radio towers (Items # 0122 & 0123). The area inside the fenced compound, the access road, and the area maintained around the perimeter of the fencing, shall be sprayed with "BANVEL and "HYVAR X-L".

TECHNICAL PROVISIONS
SECTION 6
MARK AND PAINT BOUNDARY LINES

TP-6.1 GENERAL.

The work consists of furnishing all labor, tools, equipment, vehicles, materials, and supplies (except as shown in paragraph 6.2a) necessary to mark and paint a segment of the government boundary line surrounding Lake Cumberland. An on-site job familiarization meeting between contractor employees who will be painting line and a COR representative will be held prior to beginning work.

TP-6.2 WORK TO BE PERFORMED. (Item # 0124)

The Contractor shall re-establish the Lake Cumberland Project boundary line by remarking, painting, installing signs and posts, and removing underbrush to mark and provide a highly visible boundary line for protection, control and maintenance, and to prevent encroachment on public land.

a. Materials to be furnished by the government:

- (1) Planimetric sheets covering area to be marked
- (2) Boundary line signs
- (3) Nails, galvanized #6
- (4) Bolts, nuts, and steel posts for signs

b. Materials to be furnished by the Contractor:

(1) All working tools such as machetes, brushes, backpacks, knives, hatchets, hammers, and other tools needed in the work.

(2) Paint. Paint shall be a good grade of boundary marking paint or implement paint equal or better than Nelson Boundary Marking Paint. Paint and color shall be approved by the COR. Yellow paint shall be used to mark line trees and white paint shall be used to mark witness trees. Receipts for paint shall be furnished to the COR.

- (3) Transportation
- (4) First aid supplies and other safety equipment

c. Field Notes and Records. The Contractor shall keep a daily work record including a segment map showing date and area where boundary has been remarked, distances covered, all pins or monuments which have been removed or destroyed, and any problems incurred. A field copy will be maintained to be used to transfer the information to a permanent copy in the Resource Manager's Office. This will be accomplished in coordination with the COR or his/her representative. The map shall be updated with mileage completed before each invoice is sent in for payment.

d. Marking. On corners, three (3) witness trees, within close sight of corner, shall be referenced pointing to the monument or iron pin by three (3) hacks and one (1) blaze below the hacks. Existing marked witness trees shall be remarked. Paint shall be applied liberally to insure visibility and durability. Paint shall be applied to the entire blazed or hacked area or to an equivalent size area on trees which have not been blazed or hacked. An on-line tree shall be blazed on-line, fore and aft, and the blaze painted. Trees within three (3) feet of either side of the line shall be marked with two painted hack marks facing the line. Trees marked should be live and at least six (6) inches in diameter if possible. Each marked tree shall be easily visible from succeeding marked tree. Previously hacked and/or marked trees shall be remarked but not re-hacked. The maximum distance between marked trees shall not exceed fifty (50) feet. In open field areas metal post and signs (supplied by government) shall be installed on line a maximum of fifty (50) feet apart. Paint shall be applied by brush without thinning. Signs (supplied by the COR) shall be nailed to trees, riveted to posts or to other objects at top and bottom and placed at each corner, crest of hills, bottom of hollows, and at road crossings. Nails used to fasten signs to trees will be driven to within 1/2 inch of the

head to allow for growth of the tree. One mile of line will be 5,280 feet along the tangent as actually measured or computed on horizontal distances along the boundary.

Definitions:

(1) **Blaze** - a cut made into the cambium layer of a tree about 5 feet above the ground, 3" to 4" wide and 6" to 8" long.

(2) **Hack Mark** - a horizontal or diagonal cut penetrating the wood, and notched. Trees along the line shall be marked with two (2) hacks approximately 5 feet above the ground. Cut diagonal hacks shall be painted yellow, approximately 3" wide and 2" to 4" long, depending on the size of the tree.

e. **Interruption In Line.** It is the intent of this contract that the line be remarked without breaks or gaps. However, if the Contractor finds a segment which competent boundary marking personnel are unable to follow he/she shall notify the COR. The COR will investigate and if necessary coordinate a new starting point. The Contractor shall be responsible for painting the missing segment after it is re-established by the government. The Contractor shall not invoice for this section until it is painted.

TP-6.3 SCHEDULE OF WORK. Work under this section may be required 12 months per year however most work will be ordered in the late fall and winter. Actual schedules of work will be established by the issuance of a delivery order.

TP-6.4 LOCATION OF WORK. Government property boundary line around the Lake Cumberland Project.

TECHNICAL PROVISIONS
SECTION 7
JANITORIAL SERVICES
LAKE CUMBERLAND RESOURCE MANAGER'S OFFICE,
VISITOR CENTER, MAINTENANCE AREA

TP-7.1 GENERAL.

Except as otherwise specified, the Contractor shall furnish all transportation, equipment, labor, supplies, materials and tools, and perform janitorial services at the Lake Cumberland Visitor Center, Resource Manager's Office, Contracting Office, and Shop as outlined in the specifications and at the frequency shown on the work schedule (TP-7-5).

TP-7.2 WORK TO BE PERFORMED. (Item # 0125 - 0130)

All items of work in the schedule (par. TP-7.5) shall be performed at the frequencies shown. Work shall be performed Tuesday, Thursday and on weekends(except legal holidays). Weekend cleaning may be performed on Friday, Saturday or Sunday. Cleaning which falls on holidays shall be performed the day before or the day after holiday as directed by the COR. Occasionally additional cleaning will be required. The contractor will be given a 24-hour notice for these cleanings and shall be paid at 1/30 the monthly rate. All items are self-explanatory except as elaborated on below and shall be performed in a workmanlike manner following the accepted practices of the trade. Work shall be accomplished after 5:00 p.m., local time unless otherwise noted. To avoid disrupting normal office functions.

The Contractor shall not disturb papers or other materials left on desks or other furniture. The use of the telephone is prohibited, except in case of emergency. No office machines or other equipment shall be used by the Contractor, or his/her employees.

TP-7.3 LOCATION.

Work under this section shall be accomplished at the Lake Cumberland Resource Manager's Office, Visitor Center, Contracting Office, and Maintenance Shop Area.

TP-7.4 SPECIAL PROVISIONS.

- a. The Contractor shall be responsible for the security of the buildings and gates during his/her working hours and to secure same when leaving the area.
- b. The Contractor shall inform the COR when non-routine jobs are complete and ready for inspection. The Contractor shall, without charge, replace any material or correct any workmanship that does not conform to the contract requirements.
- c. The government shall provide storage facilities for supplies. The storage space provided the contractor by the Corps of Engineers shall be kept in a clean, neat, and orderly manner at all times.
- d. Drainage Ditches. Ditch lines shall be kept free of items such as leaves, cans, rocks, sticks, bottles, and other debris that would interfere with proper drainage.
- e. The Contractor shall provide four (4) 3' x 5' walk-on door mats. Two (2) mats shall be located in the Lake Cumberland Resource Manager's Office/Visitor Center. Two (2) shall be located at the Contract Administration office. Mats shall be exchanged weekly. Only clean, undamaged mats will be accepted. Mats shall be commercial type, interior, walk-on with non-skid backing. Carpet squares will not be accepted.

TP-7.5 WORK SCHEDULE. Note: The term daily in the work schedule refers to items which are to be cleaned on each cleaning day (Tuesday, Thursday and weekend).

a. Floors. (Other than Carpet) NOTE: There are 332 S.Y. of tile floor and approximately 454 S.Y. concrete floor (not including vehicle shed).

- (1) Dust mop, sweep, or vacuum - daily.
- (2) Wet mop and buff - weekly.
- (3) Strip old wax and re-wax - As ordered.
- (4) Remove scuff marks - daily.
- (5) Concrete floors, sweep and damp mop weekly.

b. Windows.

- (1) Visitor Center (Interior and Exterior) - Clean all windows monthly and spot clean any foreign matter daily.
- (2) All other (Interior and Exterior) - Clean every four (4) months and spot clean daily.

c. Doors. (Interior and Exterior - Both sides).

- (1) Glass doors - clean daily.
- (2) All others - clean monthly.

d. Wastebaskets. One large can 30-40 gallon will be placed at shop and one at office for employees use if individual wastebaskets need to be emptied on non cleaning days. These shall be emptied each cleaning.

- (1) Empty wastebaskets - daily.
- (2) Wash - as needed.
- (3) Replace liners - as needed.

e. Ash Trays.

Empty and damp wipe - daily.

f. Drinking Fountains.

- (1) Scour pans and rinse - daily.
- (2) Wash sides and front - weekly.

g. Floors (Carpet) NOTE: There is approximately 340 S.Y. of carpet.

- (1) Vacuum - daily.
- (2) Spot clean as needed.
- (3) Carpet shall be cleaned by using commercial machine according to the manufacturer's recommendations. Furniture shall be moved so that all areas are cleaned. Precaution shall be taken to prevent metal furniture legs from contacting damp carpet and causing rust spots.

h. Furniture (Desks, Tables, Chairs, Stools, Bookcases, Communications Equipment, etc.).

- (1) Dust tops of desks, tables and counter - weekly.
- (2) Damp wipe sides of furniture (do not permit water spotting) - monthly
- (3) Vacuum upholstered furniture - monthly
- (4) Wipe all chairs and stools (includes legs and cross braces) - monthly. Spot clean fabric with upholstery cleaner - as needed.

(5) File cabinets and shelves. Dust all vertical and horizontal surfaces and damp wipe all vertical surfaces as needed
- monthly.

(6) Clean exterior surfaces of telephones - weekly

i. Pictures and Displays.

(1) Dust all picture frames and exhibits - weekly.

(2) Drain waterpower display in Visitor Center, scrub bottom, and sides and refill weekly.

j. Mechanical Room.

Dust, sweep, and damp mop - monthly.

k. Baseboards.

(1) Dust - monthly.

(2) Damp wipe - quarterly.

l. Window Ledges (Interior and Exterior).

Clean, dust, and damp wipe - weekly.

m. Lights.

Dust and clean light and covers - quarterly. Replace defective bulbs as needed.

n. Heating and Cooling Supply and Return Air Grills.

Dust and clean - monthly.

o. Walls (Interior).

(1) Clean and polish finished paneled walls (veneer) - beginning of contract.
(2) Dust and wipe finished paneled walls (veneer) - quarterly. Spot clean as needed.

(3) Fabric covered walls - dust and wipe quarterly. Spot clean as needed.
(4) Finished paneled walls (hardwood) - clean and polish at beginning of contract. Dust and wipe - quarterly.

p. Rest Rooms.

(1) Floors swept or vacuumed and mopped with disinfectant solution - daily.
(2) Lavatories, closets, urinals and showers cleaned and disinfected - daily.
(3) Walls and partitions cleaned and disinfected - weekly.
(4) Supply of soap, towels, tissue and deodorant to be kept in place by the Contractor on an as-needed basis.
(5) Mirrors cleaned - daily.
(6) Cabinet tops cleaned - daily.
(7) Scuff marks - daily.

q. Kitchen.

- (1) Cabinets - clean exterior - monthly
- (2) Stove\ovens - clean interior quarterly and exterior – weekly.
- (3) Refrigerator - clean exterior - weekly
- clean interior - monthly
- (4) Sink - clean all surfaces - daily.

r. Exterior Walks, Patios, Steps, Walls, Railings (Wood and Metal), and Gutters.

- (1) Sweep/blow - daily.
- (2) Pick up trash and litter - daily.
- (3) Scrub, wash, and rinse any material not removed by sweeping - as needed.
- (4) Gutters on buildings at the Resource and Maintenance areas shall be cleared of leaves and debris as directed by the COR. It is anticipated that the gutters will require cleaning 2-3 times per year.

s. Parking, Drives, and Entrance Road.

Paved surfaces shall be kept free of stones, sticks, leaves, and other foreign materials - daily. The road and parking area at the Lake Cumberland Resource Manager's Office shall be cleaned prior to 10:00 a.m. Trash and litter (including contents of exterior trash receptacles) from entrance at Boat Dock Road to visitor center shall be picked up, placed in plastic bags, and stored in dumpster at maintenance area daily. The Contractor shall provide dumpster. The dumpster shall be used for office and shop garbage only. Dumpster shall be emptied when full or when unpleasant odor is present (estimated 50 pickups/year). Dumpster shall be sprayed with disinfectant each time emptied. Dumpster shall be leak proof and lids closed except for servicing.

t. Grounds.

Shall be kept free of trash, sticks, limbs, and litter along fenced maintenance area to the entrance at Boat Dock Road, then along the road to and around the office and visitor center (all mowed areas) - daily.

u. Vegetation.

- (1) Trees in mowed areas and along roadways shall be trimmed and or pruned to provide unobstructed passage by vehicles and mowing equipment.
- (2) Plants (interior) - water as needed.

v. Dust Collection System.

Check monthly and empty as needed.

w. Vehicle, Equipment Shed (Between 9:30 a.m. - 4:30 p.m.).

- (1) Sweep floors - monthly, use oil absorbent sweeping compound on oily spots prior to sweeping.
- (2) Dust and damp wipe structural members (perlins) - monthly.

NOTE: Vehicle, Equipment shed floor area is approximately 732 S.Y.

TECHNICAL PROVISIONS
SECTION 8
OPERATION OF MILL SPRINGS MILL

TP-8.1 GENERAL.

The contractor shall furnish all transportation, equipment, labor materials and supplies (except those listed in Paragraph TP-8.2) to perform milling and interpretive services at Mill Springs Mill, Lake Cumberland. The Mill shall be open and operational from the first weekend in May through the last weekend of October. Mill Springs Mill is located approximately 15 miles from Somerset and 5 miles from Monticello on Highway 1275 in Wayne County, Kentucky.

TP-8.2 GOVERNMENT FURNISHED PROPERTY.

The Government will furnish to the contractor the following listed materials, supplies, property or services (hereinafter referred to as "government-furnished property").

- a. Audio visual equipment
- b. Extension cords
- c. Mill and lake brochures
- d. Telephone
- e. Stone pick
- f. Flags (U.S. and Corps)
- g. Belt repair material
- h. Corn (the corn will be provided by the Monticello Woman's Club)

TP-8.3 WORK TO BE PERFORMED. (Item # 0131)

The mill shall be open four days per week, Fri., Sat., Sun., Mon., and holidays, from 9:00 a.m. to 5:00 p.m., Eastern Time. The contractor shall be responsible for opening and closing the Mill. The operator/interpreter shall be on duty during all open hours.

a. Experience. The mill operator shall have a reasonable knowledge of milling operations and mechanical equipment. This must be evident by past work record and personal interview. The operator/interpreter will be provided training, by Government personnel, on the operation and history of the mill and must demonstrate proficiency in the operation (operator only) and knowledge of the history prior to approval by the COR. The Government reserves the right to reject any operator candidate or interpreter who, in the assessment of the COR, does not have the ability to safely operate the mill or who does not project a positive image. The operator/interpreter shall not operate any machinery without supervision until he is determined to be acceptable by the COR and notified in writing of this determination. The operator/interpreter must have skill in meeting the public and explaining the mill's operation and history.

b. Operator's/Interpreter's Responsibility: The contractor may choose to use one person as an operator and interpreter or two individuals. If one person serves as an operator and interpreter they will be paid as operator four (4) hours per day and as interpreter four (4) hours per day on the days that the mill is operated. The duties of operator and interpreter will be discussed separately.

(1) Operator. The operator shall be on duty on weekends and holidays during open hours. On each Saturday, Sunday, and holiday, starting Memorial Day Weekend and ending Labor Day Weekend, a corn grinding demonstration shall be conducted at 2:00 pm Eastern Time. Prior to starting the demonstration, all visitors shall be warned of the dangers of being near the machinery. Also, additional grindings shall be performed to keep the Monticello Woman's Club adequately supplied with meal, and for special groups. It is anticipated that 4 to 5 additional grindings will be required. **Additional grindings during the season the mill is open will be at no**

additional cost to the government. The operator shall be responsible for sharpening stones. The operator shall clean all equipment, including stones, prior to the grinding season and for storage during the off-season.

(2) Interpreter. Tours shall be given at the beginning of the day and every one-half hour thereafter if there is a visitor desiring a tour. If visitors arrive after the tour starts or between the designated tour times they may be informed tactfully when the next tour will start. During periods of low visitation, visitors shall be accommodated when they arrive whenever possible. No visitor shall be permitted to tour the building without a guide. Objectives to be met by the interpretive program are (a) to generate an appreciation for the cultural heritage of the mill, and an understanding of why it has been preserved and restored, (b) to offer, assistance in learning of the operation of the mill, (c) to interpret the role this area played in Civil War history and culture; specifically the Battle of Mill Springs (Logan Crossroads), and (d) to support the objectives for the overall interpretive program at Lake Cumberland.

c. Housekeeping. Cleaning and maintenance equipment such as vacuums, brooms, rags, oils, and grease shall be stored on the third floor or office area when not in use. Flammable substances shall be stored in fire-proof cabinet provided by the government. The porch area and first and second floors of the mill shall be swept daily. The third floor shall be swept monthly. All display cases, artifacts, and equipment shall be dusted daily. The area shall be dusted immediately after each grinding demonstration. All wood handrails and posts along the stone walk, bridge rails and deck, and other wood exposed to rain or spray from wheel shall be treated with wood preserver once per season. The area under the mill shall be kept free of litter and debris. The Contractor shall also check the cannon display twice daily, morning and afternoon, to ensure vandalism has not occurred. The contractor shall be responsible for securing the mill building and wheel at the end of each workday.

d. Dress/Clothing. The operator/interpreter should wear an appropriate uniform, tan pants/white shirt. The Contractor shall provide nametags, which meet Corps identification standards. If a jacket is worn, it must match the uniform pants and appropriate identification or nametag will be worn on the jacket. The miller may wear coveralls during greasing and cleaning operations.

e. Health Department Standards. Corn and corn meal shall be handled and ground in a manner to meet health department standards.

f. Motorized Vehicles. Only approved motorized vehicles shall be permitted to take corn to the mill for grinding or return ground corn meal from the mill. The Monticello Woman's Club will provide the corn necessary for grinding. Contractor shall be responsible for coordinating with the Woman's Club to ensure an adequate supply of corn and for getting corn from the parking lot to the mill and the ground meal back to the Woman's Club.

TP-8.4 OPERATIONAL SPECIFICATIONS.

a. The 40 ft. overshot waterwheel shall not be operated in excess of two and one-half (2 1/2) revolutions per minute. The waterwheel shall be secured by means of a chain and padlock while not in operation.

b. The millstones shall be packed with cornmeal prior to operating and in no case shall stones be run dry. The contractor shall furnish all cornmeal and grain to pack millstones for initial grinding. At end of grinding season, the runner stone shall be lifted and all meal, corn, and grain particles removed by vacuum cleaning. After cleaning, stone shall be returned to original operational position and covered to prevent dust and rodents from coming in contact with stones.

c. Required service to bearings, gears, belts, and moving parts shall be performed prior to operation. No excess oil or grease shall be permitted to disfigure structure or cause a fire hazard or safety hazard to employees or visiting public.

d. There shall be no modifications made to structure or machinery. No smoking or fire of any kind shall be allowed in the building. All deficiencies of grounds, building, and equipment shall be reported to COR immediately.

Burned out light bulbs shall be replaced immediately by the Contractor. Tools, materials, supplies, etc. shall not be left in walkways or on steps where they could cause injury to employees or visiting public. No item shall be removed or taken from grounds or building as a souvenir. Walks and steps shall be kept free of dirt, rocks, sticks, leaves, grass, and other debris during visitor hours. No food or beverage is permitted in the mill building. The government will not be responsible for contractor's tools, equipment, and supplies.

TECHINICAL PROVISIONS
SECTION 9
CLEAN OUT TRASH RACK

TP-9.1 GENERAL.

The contractor shall clean out the drift and debris from the trash gate, located in Redbird, Kentucky on the south bank of the Cumberland River. From past experience, the minimum equipment required for the clean-out operation shall be: long reach track excavator, small rubber tired loader or four wheel drive backhoe, small water pump (to wash mud off ramp), and chain saw. The jon boat shall be used to push drift, or to attach cable to drift, to bring it into the reach of the excavator. Any attachments or modifications to the jon boat shall be approved by Corps personnel, prior to being used.

TP-9.2 WORK TO BE PERFORMED. (Item # 0132 - 0137)

The contractor shall remove the debris from the rack and transport it to a sorting area in the working yard, adjacent to the trash gate ramp. The debris shall be sorted. Any potentially hazardous materials and containers will be segregated and properly stored. Trash, wood, and recyclables will be manually sorted and stockpiled in the storage yard, above the ramp.

Suspicious materials, such as aerosol cans, motor oil containers, empty paint cans, medical supplies, sealed drums, pressurized containers, unidentified materials, and/or leaking containers should be treated as hazardous materials. Any potentially hazardous materials, identified within the undisturbed debris pile, will be segregated and placed in secured containers, designed for containment of hazardous wastes, and held for the COE. If hazardous or suspicious materials are recovered from the river, the site project manager shall contact the Operations Manager at the COE Eastern Kentucky Area Office at (606) 679-6337. The COE will sample, analyze, and arrange for transport of the hazardous or suspicious materials when required.

Wood debris, left in the storage yard, shall be placed in a location that will not interfere with future cleaning operations. The contractor shall start the clean out operation within 48 hours of receipt of delivery order. It is estimated that two days will be the average time required for each clean out occurrence. This time may vary due to a wide range of factors beyond the government's control, such as river fluctuation or volume of trash floating downstream during high water.

At least once annually, the contractor shall be required to excavate a 30 ft. long by 10 ft. wide by 9 ft. deep burn pit and burn the stockpiled woody debris. The burn will be accomplished using an air curtain destructor (provided by the Corps). The air curtain destructor manufacturer's guidelines and recommendations shall be followed when the burn is ongoing. The minimum equipment required for the burn operation shall be track excavator and small rubber tired loader or four-wheel drive backhoe.

TP-9.3 EQUIPMENT/OPERATOR. Equipment ordered under this section (Item # 0132 & 0133) will be without operator. Operator will be ordered per item # 0134.

Section F - Deliveries or Performance

INSPECTION & ACCEPTANCE

**SECTION E
INSPECTION AND ACCEPTANCE**

E.1 INSPECTION AND ACCEPTANCE

The performance by the Contractor and the quality of work delivered, including documentation or written material in support thereof, shall be subject to inspection, review, and acceptance by the Contracting Office or the authorized representative (COR). Final acceptance will be accomplished by Government personnel upon completion of the services called for hereunder.

E.2 QUALITY ASSURANCE

As specified in Section C, the Contractor is responsible for the management and supervision of overall Contractor Quality Control. The Government has developed a Quality Assurance Surveillance Plan (QASP) to assure the Government that the work specified under the Contract is completed satisfactorily. It should be noted that the Government retains the right to change or modify this plan at its discretion. Offerors may utilize this QASP in the preparation of the Quality Control Plan required by the specifications contained in Section C.

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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 the Contract Officer, P. O. Box 1070, U.S. Army Corps of Engineers Nashville District, Nashville, TN 37202.

(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)

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.246-4 Inspection Of Services--Fixed Price AUG 1996

DELIVERIES OR PERFORMANCE

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 DELIVERY OR PERFORMANCE

1. **PERIOD OF PERFORMANCE.** The period of performance under this contract will begin 01 January 2005. The initial performance period of this contract will end 31 December 2005. If options to extend the term of the contract are exercised, there will be up to four (4) option years. The required payment and performance bonds must be submitted prior to beginning work on the designated option year.

2. **INSURANCE.** In accordance FAR 52.228-5 Insurance -- Work on a Government Installation (Jan 1997) and SECTION L, REQUIRED INSURANCE, the Contractor shall furnish to the Contracting Officer a certificate or written statement regarding insurance coverage prior to commencement of services.

3. **COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.** The Contractor will be required to commence work on the first delivery order under this contract within 48 hours after the date of issuance of the order. The Contractor shall prosecute said work diligently, and shall complete each delivery order by the date prescribed in the order.

4. **PLACE OF PERFORMANCE.** All work and services are in the Lake Cumberland area. Address of the Resource Manager is as follows:

Resource Manager
Lake Cumberland
855 Boat Dock Rd.
Somerset, KY 42501-0450
(606) 679-6337

Section G - Contract Administration Data

**SECTION G
CONTRACT ADMINISTRATION DATA**

1. INVOICES. The invoice shall contain the following information: Contract Number, Delivery Order Number, Unit Price and Amount. Invoices (original and one copy) shall be submitted to the following address:

Resource Manager
Lake Cumberland
855 Boat Dock Rd.
Somerset, KY 42501-0450
(606) 679-6337

2. INFORMATION FOR USE WITH THE OPTION CLAUSE

The contractor will be required to provide payroll data and employee scheduling data for use with the option clause. Only information on those employees working under this contract is required. This information will be used to determine any increase or decrease in price of the contract based on wage rate determinations. FAR 52.222-43 -- FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) is applicable as referenced in Section I of this solicitation.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

REQUIRED INSURANCE

The contract shall procure and maintain during the entire period of performance under this contract the following minimum insurance.

TYPE	AMOUNT	PROPERTY DAMAGE
Comprehensive General Liability	\$500,000.00 Each Occurrence	*****
	***** Each Accident	\$100,000.00
	\$500,000.00 Aggregate	*****
Automobile Liability	\$200,000.00 Each Person	*****
	\$500,000.00 Each Accident	\$100,000.00
Worker's Compensation and Employer's Liability minimum	\$100,000.00	

PERFORMANCE AND PAYMENT BONDS

Standard Form 1416 (Rev. 10/98), Payment Bond for Other than Construction Contracts – Required for the base year and each option year of the contract that is exercised. The bond amount is for 25% of the original contract price (for that particular contract year). The bond must be submitted within 10 days of award of the contract and before start of any contract work. Bonding company Power of Attorney forms must now have original signatures. Please insure your bonding company is award of this before they prepare the forms.

Standard Form 1418 (Rev. 2.99), Performance Bond for Other Than Construction Contracts – Required for the base year and each option year of the contract that is exercised. The bond amount is for 25% of the original contract price (for that particular contract year). The bond must be submitted within 10 days of award of the contract and before start of any contract work. Bonding company Power of Attorney forms must now have original signatures. Please insure your bonding company is award of this before they prepare the forms.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-19	Order Limitations	OCT 1995
52.216-21	Requirements	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
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
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **after receipt of satisfactory Performance and Payment Bonds for one year or such additional time as extended by exercise of option(s) under FAR 217-9, Option to Extend the Term of the Contract (Nov 1999).**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a base year and four (4) option years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Carpenter, Maintenance	17.88
General Maintenance Worker	17.16
Electrician, Maintenance	21.82
Heavy Equipment Operator	18.64
Truckdriver, Medium Truck	13.65
Truckdriver, Light Truck	13.51
Laborer	11/34
Painter, Maintenance	18.36
Plumber, Maintenance	19.23
Pest Controller	15.42
Water Treatment Plant Operator	18.36
Laborer, Grounds Maintenance	11.34
Tractor Operator	12.55
Janitor	10.48
Laboratory Technician	19.45
Surveying Aide	11.34
Inspector	22.69
Welder Combination Maintenance	20.19
(End of clause)	

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and

sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 25% percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 25% percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(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 this/these address(es):

<http://farsite.hill.af.mil> or <http://www.acqnet.gov/far/>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS**EXHIBIT A
RECREATION AREA SUMMARY**

	KENDALL REC AREA	FISHING CREEK	CUMBERLAND POINT
Acres Maintained	30.0	19.0	20.0
Miles of Roadway	2.0	1.7	0.8
Sq. Yds. Parking	18,500	4200	2045
Fish Cleaning Station	1		
Acres of Mowing	4.0	2.00	1.40
Dump Stations	2	1	1
Picnic Tables	10	11	12
Garbage Cans	22	9	9
Shelters	2		1
Courtesy Floats	1	1	1
Launching	1	1	1
Trails	1		
Project Signs	3	3	2
Restrooms	1	1	
Showerhouses	2	1	2
Campsites	83	44	30
Playground	YES	YES	YES
Beach	NO	YES	NO
Open	Year round	15 Apr-28 Sep	23 Apr-30 Oct

Figures are approximate. Open/close dates will vary each year.

**EXHIBIT A
RECREATION AREA SUMMARY**

	WAITSBORO	FALL CREEK	SEVENTY SIX FALLS
Acres Maintained	23.0	10.0	10.0
Miles of Roadway	1.1	0.7	0.1
Sq. Yds. Parking	2000	1200	410
Fish Cleaning Station			
Acres of Mowing	3.0	1.0	1.4
Dump Stations	1	1	
Picnic Tables	15	10	4
Garbage Cans	13	23	8
Shelters	1	1	1
Courtesy Floats	1	1	
Launching	1	1	
Trails			
Project Signs	3	5	
Restrooms	2	1	1
Showerhouses	1	1	
Campsites	27	10	
Playground	NO	YES	NO
Beach	NO	NO	NO
Open	2 Apr-12 Oct	2 Apr-1 Nov	1 May-31 Oct

Figures are approximate. Open/close dates will vary each year.

**EXHIBIT A
RECREATION AREA SUMMARY**

	MILL SPRINGS MILL	LAKEVIEW
Acres Maintained	6.0	1.0
Miles of Roadway	0.1	0.4
Sq. Yds. Parking	1310	1800
Fish Cleaning Station		
Acres of Mowing	0.50	0.10
Dump Stations		
Picnic Tables	12	
Garbage Cans	13	2
Shelters	2	
Courtesy Floats	1	1
Launching		1
Trails	1	
Project Signs		
Restrooms	1	
Showerhouses		
Campsites		
Playground	NO	NO
Beach	NO	NO
Open	1 May-31 Oct	

Figures are approximate. Open/close dates will vary each year.

**EXHIBIT A
RECREATION AREA SUMMARY**

	HALCOMB'S LANDING ACCESS & BARGE PT. & E. PARK.	W. END PARKING & OVERLOOK	OVERLOOK WCD
Acres Maintained	4.0	1.0	1.0
Miles of Roadway	0.2	0.4	0.2
Sq. Yds. Parking	12900	1400	450
Fish Cleaning Station			
Acres of Mowing	0.10		1.00
Dump Stations			
Picnic Tables			
Garbage Cans	4	4	
Shelters			
Courtesy Floats	1		
Launching	1		
Trails			
Project Signs	1	1	3
Restrooms	1		
Showerhouses			
Campsites			
Playground	NO	NO	NO
Beach	NO	NO	NO
Open			

Figures are approximate

**EXHIBIT B
CONTRACTOR SAFETY PLAN
AND
ACTIVITY HAZARD ANALYSIS**

CONTRACTOR GUIDELINES FOR:

1. The Preparation of the Accident Prevention Proposal (Safety Plan).
2. The Preparation of the Activity Hazard analysis.

DEPARTMENT OF THE ARMY

ORNP 385-1-2

ORNP 385-1-2

16 July 1993

APPENDIX AHELPFUL HINTS FOR THE PREPARATION OF THE
CONTRACTOR'S
ACCIDENT PREVENTION PROPOSAL

1. The following are minimum considerations for developing the Contractor's Accident Prevention Proposal. These helpful hints raise a number of basic questions that need to be answered for the Contractor's safety plan to be an effective management tool for use by on-site supervision. This plan shall be specific for this job.

a. Time of Submittal. The safety plan and the activity hazard analysis for the first phases of the job shall be acceptable prior to start of work. The plan and analysis shall be submitted for review within ten (10) calendar days after notice of award so that discussion can take place at the preconstruction conference. Job hazard analysis for later phases of work shall be acceptable prior to the start of that phase. It is recommended that the activity hazard analysis for the next phase of work be submitted twenty days before scheduled phase starts in order to give ample time for review. The safety plans shall contain a list of the phases to complete the works. Each phase shall have an anticipated start date. On short jobs, one submittal covering the total job will be sufficient.

b. Responsible Individual(s). Who will be responsible for enforcing the safety program and what are the basic duties? How will this person be held accountable? Include a statement that there will be compliance with pertinent provision of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

c. Subcontractor Supervision. What procedures will be followed to assure that Subcontractor activities are fully integrated into the project safety plan and activity hazard analysis?

d. Indoctrination of New Employees Before Start of Work. Every employee is required to receive an initial safety briefing prior to starting work. The safety plan shall establish the procedures for ensuring the following items are covered:

- (1) General safety policy and pertinent provision of EM 385-1-1.
- (2) Requirements for employee and project safety.
- (3) Employee's responsibilities for property and the safety of others.
- (4) Employee's responsibilities for reporting all accidents.
- (5) Medical facilities and required treatment.
- (6) Procedures for reporting or correcting safety problems.
- (7) Safe clearance procedures.
- (8) Fire fighting and other emergency procedures.
- (9) Activity hazard analysis.

(10) Personal protective equipment.

e. On-the-Job Safety Meetings.

(1) When and where will the monthly safety meetings for all supervisors be held? Who will conduct the meetings and what will be covered?

(2) How will the weekly "tool box" meetings be conducted?

f. Accident Reporting. The contract requires prompt reporting of injuries, fire, and property damage. Initial reports must be reported immediately to the on-site government representative and written reports shall be submitted within one to four working days. How does the safety plan reflect responsibilities assigned for immediate oral reporting, accident investigation, determining proper corrective action, and preparation of reports?

g. Sanitary Facilities. What toilet facilities will be provided considering the number and distribution of employees? What other considerations are planned for drinking water and washing facilities?

h. First Aid and Medical. Describe first aid facilities and qualifications of attendant. List telephone numbers of physician, ambulance, and hospital.

i. Fire Protection. Considering the availability of existing fire protection, what general types and size of extinguishers and fire barrels will be required to protect buildings, shops, and storage areas as well as to deal with special hazards such as welding and flammable liquids? Name the local professional fire fighters. List their telephone number.

j. Machinery and Mechanized Equipment. How will inspection of cranes, trucks, and other mechanical equipment be accomplished? Frequency, by whom, what type of records will be kept?

k. Hazardous Material/Waste. If hazardous material/waste not generated by the contractor is encountered during the work. The Contract Officer's Representative (COR) will be notified immediately. If hazardous material/waste is generated as a result of the work, the job hazard analysis must identify the material/wastes and describe handling and disposal procedures. Copies of disposal manifests must be furnished to the COR and retained in contractor files for a minimum of three years.

2. Posters, contests, safety awards help develop positive attitudes toward safety rules. What methods, if any, will be used on this project? Most accidents are preventable by well thought out and executed safety plans.

APPENDIX B

GUIDELINES FOR THE PREPARATION OF
ACTIVITY HAZARDS ANALYSIS

1. Activity Hazards Analysis (AHA) Development. Before starting any major phase of work, an activity hazards analysis shall be developed and reviewed with the Government representative. This analysis will evaluate anticipated hazards and outline the proposed methods and techniques which will be utilized to accomplish the work in a safe manner.

2. Phase of Work. Listed are examples of major phases of work, but this list is not all inclusive. Phases of work shall be tailored to the specific characteristics of the contract. For example:

- Storage, Handling, Use and Disposal of Hazardous Material/Waste
- Preparation and Layout
- Clearing and Grubbing
- Earthwork
- Trench Excavation
- Blasting
- Demolition
- Concrete Placement
- Steel Erection
- Masonry
- Electrical Work, Exterior
- Electrical Work, Interior
- Mechanical Work
- Metal Siding
- Roofing and Flashing
- Carpentry
- Drywalling
- Painting
- Drop-in-Ceiling

3. Sample Activity Hazards Analysis. The enclosed sample shows a possible format for a phase safety plan that might be submitted on a representative project. This sample incorporates a phase of work, the safety hazards that may be encountered, and precautionary actions that will be taken to overcome these hazards.

4. Indoctrination. Employees performing the work must be made aware of the activity hazard analysis. For this reason, an important part of any phase plan is the indoctrination of all employees who will be performing the work. The foreman shall have a copy of the job hazard analysis and Safety and Health Requirements Manual, EM 385-1-1, on every job site. Only one copy will be furnished by the government, others must be purchased from the government printing office.

5. A Working Document. The AHA is a working document and must be reviewed and updated as more knowledge of the specific activity is gained.

SAMPLE

ACTIVITY HAZARD ANALYSIS			
Contract No. DACW62-96-C-0000		Project Install Water and Sewer Lines	Facility Blue Heron Recreational Area
Date 1 October 1996	Location Big South Fork	Estimated Start Date 19 November 1996	
Item 1	Phase of Work Trench Excavation	Safety Hazard Hitting Existing Utilities (par. 25.A.10)	Precautionary Actions to be taken 1. Find and mark existing utilities before excavating. 2. Use care while excavating. 3. Shore existing utilities crossing trench. 4. Instruct operator. 5. Watch for overhead electrical lines.
		Cave-ins (pars. 25.B.03, 25.C.01 and 25.D.05)	1. Slope sides, depending on depth and soil type. 2. Shoring when necessary. 3. Lay back material at least 2 ft. from edge depending on depth & soil type. 4. Have access ladder or steps in other than shallow trenches. 5. Backfill as soon as possible. 6. Instruct workmen as to cave-ins hazards and precautions.
		Head injuries from falling rocks or clods (par. 25.A.07)	1. Wear hardhats. 2. Scale potential fuels from sides.
		Backing over workmen (par. 16.B.01 and 25.A.09)	1. Back-up alarms on equipment. 2. Have helper to guide operator while backing. 3. Instruct workmen not to stand or walk behind equipment.
		Pedestrian Accidents (pars. 25.B.01 and 25.B.03)	1. Rope off or fence trench. 2. Mark clearly. 3. Backfill as soon as possible.
		Back Injuries (par. 14.A.01)	1. Instruct workmen how to lift materials. 2. Instruct workmen to get help and/or to use lifting equipment.
		Falling (pars. 25.B.01 and 25.B.03)	1. Maintain employee alertness in and around trenches.

EXHIBIT C QUALITY ASSURANCE SURVEILLANCE PLAN

1. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). This plan will be used to assure the Government that the work specified under this contract is completed satisfactorily. The Government retains the right to change or modify this plan at its discretion. The Government further reserves the right to change the method or level (reduced, normal or tightened) of surveillance for any services at any time. Deductions for unperformed services will be determined in accordance with the deduction procedure for the surveillance method used.

2. DEFINITIONS:

2.1 Acceptable Quality Level (AQL). The AQL is a predetermined value selected and used by the Government Quality Assurance Inspector to distinguish between satisfactory and unsatisfactory performance. For evaluation by random/planned sampling, AQL's are stated in percentages (i.e. 0.05, 0.10, 0.15, and 0.20) as per table A-1. The AQL tables have three parts: Lot (Population) size, sample size, and the allowable reject level.

2.2 Lot (Population Size). The total number of required services per inspection period from which a sample is to be drawn.

Example: 505 picnic sites to be cleaned each scheduled day
 $\times 20$ cleaning days/mo. (chosen inspection period)
 10,100 Lot (population size)

2.3 Sample Size. The number of samples to be taken per lot size as determined by the assigned AQL level.

Example: AQL level of 0.10 and a population of 10,100 will equal a Sample Size of 26 as per Table A-1.

2.4 Allowable Reject Level (ARL). The ARL is the allowable margin of error allowed the Contractor under the Random and Planned Sampling Method. When the observed total number of defects per inspection period is equal to or below the ARL, the work will be considered satisfactory. If the observed total number of defects per inspection period is greater than the ARL, the work will be considered unsatisfactory. Unsatisfactory ratings will require corrective action and/or deductions, and will include a review of the Contractor's Quality Control Program. Notification of unsatisfactory performance exceeding the ARL will be in the form of a Deficiency Report issued by the COR or authorized representative.

Example: AQL level of 0.10, population of 10,100, sample size of 26 will equal an ARL of 6 as per Table A-1.

3. PAYMENT ANALYSIS.

3.1 RANDOM SAMPLING METHOD. Surveillance based on random sampling is a Government Quality Assurance evaluation method designed to evaluate some part, but not all, of the contract service requirements being monitored. This method, based on statistical theory, estimates the contractor's overall level of performance for a given service requirement. Random sampling is considered where there is a large homogeneous population and a 100% inspection is not feasible. Surveillance of the results of a scheduled service is based on samples from finished work using the random sample table. These results are then compared to the specified performance standards.

3.1.1 Monitoring. Inspection of all services performed under this method will be conducted according to a schedule developed by the Government. Inspection samples will be selected randomly from each lot. Only those items appearing in the random samples will be used for evaluating performance.

3.1.2 Deductions. Once a random sample has been taken of a lot, and the number of defective items exceeds the ARL for that lot, a deduction will be based on the following example:

- a. Monthly lot contract price for cleaning picnic sites is \$5,050.00.
- b. Lot size is 10,100 units.
- c. Sample Size using an AQL of 0.10 is 26 (Table A-1).
- d. Number of defects in the sample is 8 (ARL of 6).
- e. Percentage of sample defective is 0.308.
($d/c = 8/26 = 0.308$)
- f. Deduction from the current months invoice is \$1,555.54.

$$(a \times e = \$5,050.00 \times 0.308 = \$1,555.54)$$

3.2 PLANNED SAMPLING METHOD. Surveillance by planned sampling, like random sampling, is designed to inspect some part, but not all of the contract service requirements being monitored. Planned sampling under this plan will differ from random sampling only in the way in which samples are selected. The same AQL tables will be used (where practical) with lot size, sample size, and ARL's remaining the same. Planned sampling will be used in lieu of random sampling when the lot size is not large enough to make the random tables practical, or the service is not critical enough to warrant 100% inspection, or to avoid excessive travel and loss of productive time for the inspector. The results of these inspections, like random sampling, are then compared to the specific performance standards.

EXAMPLE: The inspector is to inspect bulletin boards. Bulletin board lot size is only 38 and occurs in only one park and the headquarters area. If the random sampling method determines that the inspector must inspect the cleaning service of restrooms in a particular park that contains a bulletin board, then the inspector may chose, by planned sampling, to inspect the cleaning of that bulletin board in that same park rather than drive to another park to make a separate similar inspection.

3.2.1 Monitoring. Inspection of all services performed under this method will be conducted according to a schedule developed by the Government. The Government may, however, choose facilities it wishes to inspect without randomly selecting. Only those samples will be used for evaluating performance.

3.2.2 Deductions. Once a planned sample has been taken of a lot, and the number of defective items exceeds the ARL (as chosen by the Government) for that lot, a deduction will be based on the following example:

- a. Contract price for bulletin boards is \$19.00.
- b. Population size is 38.
- c. Sample size using an AQL of 0.05 is 15.
- d. Number of defects in the sample is 6 (ARL of 3).
- e. Percentage of sample defective is 0.40.

$$(d/c = 6/15 = 0.40)$$

- f. Deduction for the current month is \$7.60.

$$(a \times e = \$19.00 \times 0.40 = \$7.60)$$

3.3 100% INSPECTION METHOD. Surveillance by this method requires that every occurrence of a performed service be monitored. Contract requirements using these evaluations are generally those that occur infrequently, or are essential, or are costly to perform. These results are then compared to the specific performance standards.

3.3.1 Monitoring. Inspection of all services performed under this method will be conducted according to a schedule developed by the Government. All services in a lot will be inspected and used for evaluating performance.

3.3.2 Deductions. The COR may require that all work which fails to provide the desired results be redone or reduce the contract price to equal the reduced value of the service. The contractor shall ensure that defects do not recur. If the contractor fails to rework the rejected areas or the defects are recurring, the Government may:

3.3.2.1 Reduce the contract price to equal the reduced value of the service.

3.3.2.2 Perform the required services, by contract or otherwise, and deduct any costs incurred by the Government that is directly related to the performance of such services from the contractor's monthly invoice.

3.3.2.3 Terminate the contract for default.

3.3.2.4 Deductions. The deductions taken under this method will be based on the following example:

a. Monthly lot contract price for cleaning campsites in a park is \$1,200.00.

b. Lot size is 60.

c. Sample size is 100% or 60.

d. Number of defects is 15.

e. Percentage of Sample defects is 0.25.

$$(d/c = 15/60 = 0.25)$$

f. The deduction from the current month's invoice is \$300.00.

$$(a \times e = f \text{ or } \$1,200.00 \times 0.25 = \$300.00)$$

3.3.3. Reinspection. Should it become necessary for the inspector to perform re-inspections of defective work that was required to be redone (due to failure of the contractor Quality Control System to locate and cure these deficiencies prior to the Government's inspection), there will be a re-inspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate (E.H.R.) applied to re-inspect. The AGC re-inspection time will start the minute the inspector is called and or stops other duties to perform the re-inspection and will end when the inspector returns to the duty site after the inspection. These charges will be deducted from the contractor's monthly invoice. Deductions will be made as shown in 3.3.2.4. Deductions for re-inspection will be taken based on the following EXAMPLE:

Re-inspection of picnic site cleaning is required on 15 sites in a particular park and on 2 sites in another park. The inspector was at the office when called to re-inspect. The actual time to inspect the two parks and return

to the office was 40 minutes. The inspector's Effective Hourly Rate (E.H.R.) is \$11.30 per hour. The re-inspection deduction will be made as follows:

$$\text{E.H.R.} \times (\text{inspection minutes} / 60 \text{ minutes}) = \text{Deduction}$$

$$\text{or } \$11.30 \times (40/60) = \$7.5$$

TABLE A-1 ACCEPTABLE QUALITY LEVEL (AQL) Sample Sizes and Reject Levels Normal Surveillance								
Population Size	0.05 Sample Size	0.05 Reject Size	0.1 Sample Size	0.1 Reject Size	0.15 Sample Size	0.15 Reject Size	0.2 Sample Size	0.2 Reject Size
50	15	3	17	4	19	5	21	9
75	16	3	19	4	22	6	24	9
100	17	3	21	5	24	6	26	9
125	18	3	22	5	25	7	28	9
150	18	3	22	5	26	7	29	9
175	19	3	23	5	26	7	29	9
200	19	3	23	5	27	7	30	9
225	19	3	24	5	27	7	30	9
250	19	3	24	5	27	7	31	10
275	19	3	24	5	28	7	31	10
300	20	3	24	5	28	7	31	10
325	20	3	24	5	28	7	32	10
350	20	3	24	5	28	7	32	10
375	20	3	25	5	28	8	32	10
400	20	3	25	5	29	8	32	10
450	20	3	25	5	29	8	33	10
500	20	3	25	5	29	8	33	10
550	20	3	25	5	29	8	33	10
600	20	3	25	5	29	8	33	10
650	20	3	25	5	29	8	33	10
700	20	3	25	5	29	8	33	10
750	20	3	25	5	30	8	33	11
800	20	3	25	5	30	8	34	11
900	20	3	26	6	30	8	34	11
1,000	21	4	26	6	31	8	34	11
1,200	21	4	26	6	31	8	34	11
1,400	21	4	26	6	31	8	34	11
1,600	21	4	26	6	31	8	34	11
1,800	21	4	26	6	31	8	34	11
2,000	21	4	26	6	31	8	35	11
2,500	21	4	26	6	31	8	35	11
3,000	21	4	26	6	31	8	35	11
3,500	21	4	26	6	31	8	35	11
4,000	21	4	26	6	31	8	35	11
5,000	21	4	26	6	31	8	35	11
6,000	21	4	26	6	31	8	35	11

8,000	21	4	26	6	31	8	35	11
10,000	21	4	26	6	31	8	35	11

EXHIBIT D

DELIVERY ORDER ESTIMATE

Contract No.: _____ D.O. Cost Est. No.: _____ DATE: _____

I. WORK DESCRIPTION :

(Attach add'l plans,specs, or drawings)

II. COST ESTIMATE : Submitted by: Govt. () or Cont. () Cont. Sect. No.:

Item no.	Service	Quantity	Unit	Unit Price	Amount
----------	---------	----------	------	------------	--------

Total_____	Total_____
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III. GOVERNMENT FURNISHED ITEMS (GFI) REQUIRED:

Description	Unit	Quantity	Description	Unit	Quantity
-------------	------	----------	-------------	------	----------

PREPARED BY : _____

(Signature & Title) (Date)

APPROVED BY : _____

(Signature & Title) (Date)

REMARKS :ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) IN ADDITION TO THE STANDARDS OF THE CORPS OF ENGINEERS MANUAL EM385-1-1, "SAFETY AND HEALTH REQUIREMENTS MANUAL". THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUAINTING HIMSELF WITH ALL CHANGES TO OSHA STANDARDS AND THE EFFECTIVE DATE OF SUCH CHANGES.

_____(see reverse for any additional remarks)_____

INSPECTION:

Services have been inspected and () are () are not, acceptable. (Explain on reverse if not acceptable)

_____	_____
Signature	Date

EXHIBIT D

DOCUMENT\WORKORDR\5 Rev SEP 87

RECORD OF DISCUSSION

Contract No.: _____ DO Cost Est. No. : _____ Date: _____ Time: _____

Government Representatives:

Contractor Representatives:

_____	_____
_____	_____
_____	_____
_____	_____

REMARKS:

(attach additional sheets if necessary)

MUTALLY AGREED COST ESTIMATE					
Item No.	Services	Quantity	Unit	Unit Price	Amount

CONTRACTOR'S REPRESENTATIVE: _____ (Signature) _____ (Date)

GOVERNMENT'S REPRESENTATIVE: _____ (Signature) _____ (Date)

APPROVED BY COR: _____ (Signature) _____ (Date)

EXHIBIT E
Labor Wage Determination

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

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2221
Revision No.: 27
Date Of Last Revision: 08/11/2003

State: Kentucky

Area: Kentucky Counties of Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard, Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Lee, Leslie, Letcher, Lincoln, Madison, Marion, McCreary, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe, Woodford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
9.71	
01012 - Accounting Clerk II	
10.16	
01013 - Accounting Clerk III	
12.13	
01014 - Accounting Clerk IV	
13.01	
01030 - Court Reporter	
11.62	
01050 - Dispatcher, Motor Vehicle	
12.81	
01060 - Document Preparation Clerk	
9.74	
01070 - Messenger (Courier)	
8.69	
01090 - Duplicating Machine Operator	
9.74	
01110 - Film/Tape Librarian	
11.32	
01115 - General Clerk I	
8.28	
01116 - General Clerk II	
9.30	

01117 - General Clerk III
10.16
01118 - General Clerk IV
11.41
01120 - Housing Referral Assistant
14.72
01131 - Key Entry Operator I
9.79
01132 - Key Entry Operator II
10.78
01191 - Order Clerk I
9.82
01192 - Order Clerk II
10.26
01261 - Personnel Assistant (Employment) I
10.63
01262 - Personnel Assistant (Employment) II
11.94
01263 - Personnel Assistant (Employment) III
13.07
01264 - Personnel Assistant (Employment) IV
14.64
01270 - Production Control Clerk
17.11
01290 - Rental Clerk
10.35
01300 - Scheduler, Maintenance
11.35
01311 - Secretary I
11.35
01312 - Secretary II
11.87
01313 - Secretary III
14.72
01314 - Secretary IV
19.21
01315 - Secretary V
21.27
01320 - Service Order Dispatcher
12.25
01341 - Stenographer I
9.31
01342 - Stenographer II
10.46
01400 - Supply Technician
19.21
01420 - Survey Worker (Interviewer)
10.82
01460 - Switchboard Operator-Receptionist
9.39
01510 - Test Examiner
11.87
01520 - Test Proctor
11.87
01531 - Travel Clerk I
10.34
01532 - Travel Clerk II
10.85

01533 - Travel Clerk III
11.36
01611 - Word Processor I
10.11
01612 - Word Processor II
11.34
01613 - Word Processor III
13.13
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
10.32
03041 - Computer Operator I
10.82
03042 - Computer Operator II
12.15
03043 - Computer Operator III
13.48
03044 - Computer Operator IV
15.05
03045 - Computer Operator V
16.65
03071 - Computer Programmer I (1)
15.57
03072 - Computer Programmer II (1)
18.14
03073 - Computer Programmer III (1)
22.13
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
19.98
03102 - Computer Systems Analyst II (1)
24.17
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
11.10
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
16.42
05010 - Automotive Glass Installer
13.52
05040 - Automotive Worker
13.52
05070 - Electrician, Automotive
14.14
05100 - Mobile Equipment Servicer
12.29
05130 - Motor Equipment Metal Mechanic
16.67
05160 - Motor Equipment Metal Worker
13.52
05190 - Motor Vehicle Mechanic
16.67
05220 - Motor Vehicle Mechanic Helper
11.65
05250 - Motor Vehicle Upholstery Worker
12.87

05280 - Motor Vehicle Wrecker
13.52
05310 - Painter, Automotive
14.14
05340 - Radiator Repair Specialist
13.52
05370 - Tire Repairer
11.87
05400 - Transmission Repair Specialist
16.67
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
7.75
07010 - Baker
8.84
07041 - Cook I
8.17
07042 - Cook II
9.01
07070 - Dishwasher
8.00
07130 - Meat Cutter
11.98
07250 - Waiter/Waitress
7.27
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
15.84
09040 - Furniture Handler
11.23
09070 - Furniture Refinisher
15.84
09100 - Furniture Refinisher Helper
13.01
09110 - Furniture Repairer, Minor
14.51
09130 - Upholsterer
15.84
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
8.09
11060 - Elevator Operator
8.09
11090 - Gardener
9.79
11121 - House Keeping Aid I
7.75
11122 - House Keeping Aid II
8.53
11150 - Janitor
8.69
11210 - Laborer, Grounds Maintenance
8.98
11240 - Maid or Houseman
7.75
11270 - Pest Controller
10.56
11300 - Refuse Collector
8.69

11330 - Tractor Operator
10.23
11360 - Window Cleaner
9.31
12000 - Health Occupations
12020 - Dental Assistant
10.98
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
12.13
12071 - Licensed Practical Nurse I
11.69
12072 - Licensed Practical Nurse II
13.11
12073 - Licensed Practical Nurse III
14.67
12100 - Medical Assistant
11.24
12130 - Medical Laboratory Technician
13.17
12160 - Medical Record Clerk
9.77
12190 - Medical Record Technician
13.54
12221 - Nursing Assistant I
8.63
12222 - Nursing Assistant II
9.70
12223 - Nursing Assistant III
10.58
12224 - Nursing Assistant IV
11.88
12250 - Pharmacy Technician
12.18
12280 - Phlebotomist
12.99
12311 - Registered Nurse I
17.13
12312 - Registered Nurse II
20.97
12313 - Registered Nurse II, Specialist
20.97
12314 - Registered Nurse III
25.37
12315 - Registered Nurse III, Anesthetist
25.37
12316 - Registered Nurse IV
30.38
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
19.88
13011 - Exhibits Specialist I
15.65
13012 - Exhibits Specialist II
19.33
13013 - Exhibits Specialist III
23.57
13041 - Illustrator I
14.26

13042 - Illustrator II
17.68
13043 - Illustrator III
21.56
13047 - Librarian
21.05
13050 - Library Technician
11.35
13071 - Photographer I
12.39
13072 - Photographer II
13.84
13073 - Photographer III
17.16
13074 - Photographer IV
20.92
13075 - Photographer V
25.39
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
7.60
15030 - Counter Attendant
7.60
15040 - Dry Cleaner
9.97
15070 - Finisher, Flatwork, Machine
7.60
15090 - Presser, Hand
7.60
15100 - Presser, Machine, Drycleaning
7.60
15130 - Presser, Machine, Shirts
7.60
15160 - Presser, Machine, Wearing Apparel, Laundry
7.60
15190 - Sewing Machine Operator
10.57
15220 - Tailor
11.17
15250 - Washer, Machine
8.48
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
16.51
19040 - Tool and Die Maker
19.83
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
13.75
21020 - Material Coordinator
12.09
21030 - Material Expediter
12.09
21040 - Material Handling Laborer
13.80
21050 - Order Filler
10.65
21071 - Forklift Operator
14.03

21080 - Production Line Worker (Food Processing)
10.01
21100 - Shipping/Receiving Clerk
11.22
21130 - Shipping Packer
11.23
21140 - Store Worker I
9.52
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
12.59
21210 - Tools and Parts Attendant
9.89
21400 - Warehouse Specialist
9.89
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
17.89
23040 - Aircraft Mechanic Helper
13.96
23050 - Aircraft Quality Control Inspector
18.66
23060 - Aircraft Servicer
15.28
23070 - Aircraft Worker
16.15
23100 - Appliance Mechanic
18.07
23120 - Bicycle Repairer
13.70
23125 - Cable Splicer
19.47
23130 - Carpenter, Maintenance
16.42
23140 - Carpet Layer
16.15
23160 - Electrician, Maintenance
18.12
23181 - Electronics Technician, Maintenance I
18.39
23182 - Electronics Technician, Maintenance II
19.35
23183 - Electronics Technician, Maintenance III
20.28
23260 - Fabric Worker
15.28
23290 - Fire Alarm System Mechanic
17.89
23310 - Fire Extinguisher Repairer
14.38
23340 - Fuel Distribution System Mechanic
17.29
23370 - General Maintenance Worker
15.73
23400 - Heating, Refrigeration and Air Conditioning Mechanic
18.14
23430 - Heavy Equipment Mechanic
17.29
23440 - Heavy Equipment Operator
17.29

23460 - Instrument Mechanic
17.89
23470 - Laborer
8.69
23500 - Locksmith
16.43
23530 - Machinery Maintenance Mechanic
17.41
23550 - Machinist, Maintenance
17.29
23580 - Maintenance Trades Helper
13.49
23640 - Millwright
20.92
23700 - Office Appliance Repairer
17.05
23740 - Painter, Aircraft
17.05
23760 - Painter, Maintenance
17.05
23790 - Pipefitter, Maintenance
18.74
23800 - Plumber, Maintenance
17.81
23820 - Pneudraulic Systems Mechanic
17.89
23850 - Rigger
19.02
23870 - Scale Mechanic
16.15
23890 - Sheet-Metal Worker, Maintenance
17.29
23910 - Small Engine Mechanic
15.73
23930 - Telecommunication Mechanic I
17.34
23931 - Telecommunication Mechanic II
18.03
23950 - Telephone Lineman
17.89
23960 - Welder, Combination, Maintenance
17.29
23965 - Well Driller
17.29
23970 - Woodcraft Worker
17.89
23980 - Woodworker
14.18
24000 - Personal Needs Occupations
24570 - Child Care Attendant
9.80
24580 - Child Care Center Clerk
12.40
24600 - Chore Aid
7.15
24630 - Homemaker
14.66
25000 - Plant and System Operation Occupations

25010 - Boiler Tender
16.67
25040 - Sewage Plant Operator
15.84
25070 - Stationary Engineer
16.67
25190 - Ventilation Equipment Tender
13.48
25210 - Water Treatment Plant Operator
15.84
27000 - Protective Service Occupations
(not set) - Police Officer
15.11
27004 - Alarm Monitor
12.02
27006 - Corrections Officer
14.47
27010 - Court Security Officer
14.50
27040 - Detention Officer
14.47
27070 - Firefighter
13.71
27101 - Guard I
8.44
27102 - Guard II
9.45
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
11.72
28020 - Hatch Tender
11.72
28030 - Line Handler
11.72
28040 - Stevedore I
10.10
28050 - Stevedore II
12.21
29000 - Technical Occupations
21150 - Graphic Artist
18.70
29010 - Air Traffic Control Specialist, Center (2)
29.36
29011 - Air Traffic Control Specialist, Station (2)
20.24
29012 - Air Traffic Control Specialist, Terminal (2)
22.29
29023 - Archeological Technician I
14.04
29024 - Archeological Technician II
15.80
29025 - Archeological Technician III
19.50
29030 - Cartographic Technician
19.95
29035 - Computer Based Training (CBT) Specialist/ Instructor
19.98
29040 - Civil Engineering Technician
18.66

29061 - Drafter I
12.54
29062 - Drafter II
14.53
29063 - Drafter III
15.72
29064 - Drafter IV
19.50
29081 - Engineering Technician I
12.42
29082 - Engineering Technician II
13.94
29083 - Engineering Technician III
17.61
29084 - Engineering Technician IV
19.32
29085 - Engineering Technician V
23.61
29086 - Engineering Technician VI
28.57
29090 - Environmental Technician
15.52
29100 - Flight Simulator/Instructor (Pilot)
24.17
29160 - Instructor
19.81
29210 - Laboratory Technician
14.15
29240 - Mathematical Technician
19.50
29361 - Paralegal/Legal Assistant I
17.18
29362 - Paralegal/Legal Assistant II
24.37
29363 - Paralegal/Legal Assistant III
29.79
29364 - Paralegal/Legal Assistant IV
36.05
29390 - Photooptics Technician
18.88
29480 - Technical Writer
27.34
29491 - Unexploded Ordnance (UXO) Technician I
18.66
29492 - Unexploded Ordnance (UXO) Technician II
22.57
29493 - Unexploded Ordnance (UXO) Technician III
28.61
29494 - Unexploded (UXO) Safety Escort
18.66
29495 - Unexploded (UXO) Sweep Personnel
18.66
29620 - Weather Observer, Senior (3)
16.19
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
14.60
29622 - Weather Observer, Upper Air (3)
14.60
31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver
14.22
31260 - Parking and Lot Attendant
6.63
31290 - Shuttle Bus Driver
10.79
31300 - Taxi Driver
9.04
31361 - Truckdriver, Light Truck
10.79
31362 - Truckdriver, Medium Truck
16.37
31363 - Truckdriver, Heavy Truck
18.40
31364 - Truckdriver, Tractor-Trailer
17.61
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
9.17
99030 - Cashier
7.98
99041 - Carnival Equipment Operator
9.64
99042 - Carnival Equipment Repairer
10.00
99043 - Carnival Worker
7.79
99050 - Desk Clerk
9.05
99095 - Embalmer
16.57
99300 - Lifeguard
9.80
99310 - Mortician
18.66
99350 - Park Attendant (Aide)
12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
9.26
99500 - Recreation Specialist
12.57
99510 - Recycling Worker
10.60
99610 - Sales Clerk
9.51
99620 - School Crossing Guard (Crosswalk Attendant)
6.86
99630 - Sport Official
9.75
99658 - Survey Party Chief (Chief of Party)
16.96
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
15.05
99660 - Surveying Aide
9.99
99690 - Swimming Pool Operator
12.13
99720 - Vending Machine Attendant
10.60

99730 - Vending Machine Repairer
12.31
99740 - Vending Machine Repairer Helper
10.60

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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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

CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
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CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$30,000,000.

(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 service-disabled 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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

CONTENT AND 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 and format specified.

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 proper level of management toward each aspect of the services required. 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.

The number of pages that offeror's may submit on the Technical Proposal is not limited, but the government strongly requests that it not include information that is not requested and not needed at this time such as management philosophy, training plan, safety plan, fire protection plan, personnel handbook, and EEO policy. Any extra information such as this or other information not requested will not be evaluated and will not be a factor in award.

If the offeror is awarded the contract, the Technical Proposal is incorporated into the contract requirements. Personnel, equipment, and methods stated in the proposal shall be used in accomplishing the work in the contract, 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 and 2) Company Experience and Past Performance – provide a complete resume of contracting experience including Federal, State, and local government and private sector contracts that demonstrates your capability to perform the work specified in this solicitation. Include the names and background of any predecessor companies. Provide the following information which will be used to determine your company experience and past performance, in the order listed, for each resume:

- (a) Date – beginning & ending dates of the contract.
- (b) Type – service, construction, etc. or other brief title describing the type of contract held.

- (c) Dollar Value – the amount of the total contract bid or gross earning.
- (d) Contract Number – or other document or purchase order identification.
- (e) Contracting Office – name, address and phone number of agency, business, firm, etc. that awarded the contract.
- (f) References – name, title, address and phone number of person or persons from the above contracting office most familiar with your overall performance under the contract.
- (g) Description – a brief paragraph of the work performed and the location.
- (h) Problems – Describe problems encountered and your corrective actions.

(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 with name, job title, job duties, address, and phone numbers for those individuals in your organization who will have management and supervision 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 licenses, certification, similar work or contracts.

(4) Operations Plan.

Submit separate Operations Plans for Sections 3 and 4 of the contract specifications that demonstrates your understanding of the contract requirements and describes your approach to satisfy the specifications. Specifically, you should include information on how many crews, whether they are contractor employees or subcontractors, number of personnel in each crew, which crews will cover what areas, distance between areas, schedules, the amount and type of equipment and vehicles to transport equipment and crews, plans for equipment breakdown, and the impact of weather variations.

(5) Quality Control.

(a) Provide a Quality Control Plan specific to the work in this solicitation and explain how your Quality Control Plan will insure the identification and correction of deficiencies in a timely manner. Indicate inspection methods such as planned, 100% or random, and frequency of inspections. The plan should show how quality control will be handled with the different levels of work, different sections of this contract, and types of inspection needed to meet the contract requirements. Describe your system of records and documentation for all Quality Control inspections, including safety compliance checks. Detail what actions will be taken and by whom, from the detection of a deficiency to the corrective action. Inclusion of inspection forms will be considered in the evaluation of the Quality Control Plan.

(b) Describe your proposed quality control organization. Specifically identify inspection personnel, their qualifications, their responsibilities, and what sections of the contract they cover. Clarify the role the superintendent and independent quality control inspectors, and employees and subcontractors if involved, have in the quality control program.

PART II – PRICE. The schedule should be complete and submitted on the forms provided in the Request for Proposal. Each item of the schedule of prices will be reviewed for completeness and compatibility with the technical proposal and assurance that it is not materially unbalanced.

SITE INSPECTION PRIOR TO SUBMITTING OFFER

The Resource Manager will conduct a tour of the project that will include visits to the recreation areas and facilities to be maintained under this contract. Participants may need to provide their own transportation and follow a Corps vehicle to the different sites around the lake. The Resource Manager will also conduct a conference to discuss and answer questions concerning the specifications. The conference will begin at 8:00 am on August 24, 2004 at the Lake Cumberland Resource Manager's Office. The tour will begin immediately after the conference and conclude at approximately 4:30 p.m. If needed, the tour will continue starting at 8:00 am on August 25, 2004 and conclude at 4:30 p.m. If needed, the tour will begin at 8:00 a.m. on August 26, 2004 and conclude at approximately 12 noon. Please notify Resource Manager Craig Shoe of the number of representatives your company will send to the conference/tour. Telephone: (606) 679-6337.

NOTICE TO OFFERORS

Particular attention should be given to FAR 52.222-4 -- SERVICE CONTRACT ACT OF 1965, AS AMENDED(May 1989) as referenced in Section I of this solicitation which requires the contractor to pay rates as a minimum set forth in the Wage Determination attached to this request for proposals to each service employee working under the contract. In addition the Contractor is required to initiate a conformance procedure for any class of service employee to be utilized in the performance of the work where such class of service employee is not listed in the Wage Determination. The contractor should notify the contracting office to verify class of service for any unlisted employee.

Any questions regarding the application of the Service Contract Act to particular situations under this contract should be directed to the Department of Labor.

ALTERNATE PROPOSALS

In order to be considered responsive to the RFP, your basic proposal must comply with the terms and conditions of the solicitation. ALTERNATE PROPOSALS WILL NOT BE ACCEPTED.

INSTRUCTIONS TO OFFERORS

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

CONTENT AND 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 and format specified.

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 proper level of management toward each aspect of the services required. 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:

- (3) Company experience
- (4) 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.

The number of pages that offeror's may submit on the Technical Proposal is not limited, but the government strongly requests that the offeror not include information that is not requested and not needed at this time such as management philosophy, training plan, safety plan, fire protection plan, personnel handbook, and EEO policy. Any extra information such as this or other information not requested will not be evaluated and will not be a factor in award.

If the offeror is awarded the contract, the Technical Proposal is incorporated into the contract requirements. Personnel, equipment, and methods stated in the proposal shall be used in accomplishing the work in the contract, unless superseded by the contract specifications, or the Contracting Officer 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 including Federal, State, and local government and private sector contracts that demonstrates your capability to perform the work specified in this solicitation. Include the names and background of any predecessor companies. Provide the following information which will be used to determine your company experience in the order listed, for each resume:

- (a) Date – beginning & ending dates of the contract.
- (b) Type – service, construction, etc. or other brief title describing the type of contract held.
- (c) Dollar Value – the amount of the total contract bid or gross earning.
- (d) Contract Number – or other document or purchase order identification.
- (e) Contracting Office – name, address, phone number, and fax number of the agency, business, firm, etc. that awarded the contract.
- (f) Description – a brief paragraph of the work performed and the location.

(2) Past Performance: The resume submitted for (1) Company Experience above will also be considered in determining past performance. In addition to the information above, provide the following information for each contract and item of experience:

- (a) References – name, title, address, phone number and fax number of the person or persons from the above contracting office most familiar with your overall performance under the contract.
- (b) Problems – Describe problems encountered and your corrective actions.

(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 with name, job title, job duties, address, and phone numbers for those individuals in your organization who will have management and supervision 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 licenses, certification, similar work or contracts.

(4) Operations Plan.

Submit separate Operations Plans for Sections 3 and 4 of the contract specifications that demonstrates your understanding of the contract requirements and describes your approach to satisfy the specifications. Specifically, you should include information on how many crews, whether they are contractor employees or subcontractors, number of personnel in each crew, which crews will cover what areas, distance between areas, schedules, the amount and type of equipment and vehicles to transport equipment and crews, plans for equipment breakdown, and the impact of weather variations.

(5) Quality Control.

(a) Provide a Quality Control Plan specific to the work in this solicitation and explain how your Quality Control Plan will insure the identification and correction of deficiencies in a timely manner. Indicate inspection methods such as planned, 100% or random, and frequency of inspections. The plan should show how quality control will be handled with the different levels of work, different sections of this contract, and types of inspection needed to meet the contract requirements. Describe your system of records and documentation for all Quality Control inspections, including safety compliance checks. Detail what actions will be taken and by whom, from the detection of a deficiency to the corrective action. Inclusion of inspection forms will be considered in the evaluation of the Quality Control Plan.

(b) Describe your proposed quality control organization. Specifically identify inspection personnel, their qualifications, their responsibilities, and what sections of the contract they cover. Clarify the role the superintendent and independent quality control inspectors, and employees and subcontractors if involved, have in the quality control program.

PART II – PRICE. The price schedule should be completed and submitted on the forms provided in the Request for Proposal. Each item of the schedule of prices will be reviewed for completeness and compatibility with the technical proposal and assurance that it is not materially unbalanced.

ADDITIONAL SUBMISSION TO BE INCLUDED WITH PROPOSAL

Standard Form 33, Solicitation, Offer, and Award – Offer portion of form must be completed and signed by authorized company official

Section K, Representations, Certifications, and Other Statements of Offerors – Clauses must be filled in and submitted.

Standard Form 24 (Rev.10/98), Bid Bond – Must be completed and submitted. The amount of the bond is for 25% of the total original proposal price. Bonding company Power of Attorney forms are now required to have original signatures. Please insure your bonding company is aware of this fact.

SITE INSPECTION PRIOR TO SUBMITTING OFFER

The Resource Manager will conduct a tour of the project that will include visits to the recreation areas and facilities to be maintained under this contract. Participants may need to provide their own transportation and follow a Corps vehicle to the different sites around the lake. The Resource Manager will also conduct a conference to discuss and answer questions concerning the specifications. The conference will begin at 8:00 am Eastern Time on Tuesday, August 24, 2004 at the Lake Cumberland Resource Manager's Office. The tour will begin immediately after the conference and conclude at approximately 4:30 p.m. If needed, the tour will continue starting at 8:00 am on Wednesday, August 25, 2004 and conclude at approximately 4:30 pm, and begin again on Thursday, August 26, 2004 and conclude at approximately 4:30 pm. Please notify Resource Manager Craig Shoe of the number of representatives your company will send to the conference/tour. Telephone: (606) 679-6337.

NOTICE TO OFFERORS

Particular attention should be given to FAR 52.222-4 -- SERVICE CONTRACT ACT OF 1965, AS AMENDED(May 1989) as referenced in Section I of this solicitation which requires the contractor to pay rates as a minimum set forth in the Wage Determination attached to this request for proposals to each service employee working under the contract. In addition the Contractor is required to initiate a conformance procedure for any class of service employee to be utilized in the performance of the work where such class of service employee is not listed in the Wage Determination. The contractor should notify the contracting office to verify class of service for any unlisted employee.

Any questions regarding the application of the Service Contract Act to particular situations under this contract should be directed to the Department of Labor.

ALTERNATE PROPOSALS

In order to be considered responsive to the RFP, your basic proposal must comply with the terms and conditions of the solicitation. ALTERNATE PROPOSALS WILL NOT BE ACCEPTED.

FAX PROPOSALS – WILL NOT BE ACCEPTED**COMPLETION OF ALL SCHEDULE ITEMS**

Each and every schedule item must be completed by the offeror in order to be considered responsive and eligible for award without discussion.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-12	Preparation Of Bids	APR 1984
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price requirements delivery order 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 Nashville District U.S. Army Corps of Engineers, CELRN-CT, Room A-604, 110 9th Ave. South, 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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil> or <http://www.acqnet.gov/far/>

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**SECTION M
EVALUTION FACTORS FOR AWARD**

1. PRICE BASIS. Prices must be firm-fixed.

2. DISCOUNTS. Prompt payment discounts will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternate to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

3. EVALUATION CRITERIA.

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 should include all the requested information but should be succinct. Length will not be evaluated. Special printing, binding, use of color, or graphics is not required and will not receive a higher rating. Proposals will be evaluated based on the degree to which the proposal meets, fails to meet, or usefully exceeds the standards established for individual factors. Proposals will be rated Outstanding, Above Average, Satisfactory, Marginal, or Unsatisfactory. Proposals will be evaluated in accordance with the factors contained in the paragraph 4, and these are listed in descending order of importance. Evaluation factors related to the technical proposal are significantly more important than cost or price.

Definitions:

Exceptional: A proposal which meets and exceeds a majority of the standard evaluation criteria to the Government's benefit; has no significant weaknesses; high probability of success.

Very Good: A proposal, which meets and exceeds some standards to the Government's benefit; no significant weaknesses and few minor problems; a good probability of success.

Satisfactory: A proposal which meets all standards. Few minor weaknesses that could be worked through and which do not appear to interfere with the contractor successfully fulfilling the contract requirements.

Marginal: A proposal which fails to meet some standards; some significant weaknesses; a low probability of success, but might be improved if discussions are held.

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.

4. Part I – Technical Proposal.

Management Plan.

(1) Company Experience. Offerors will be evaluated on Experience in performing the types of services described in Section C – Description/Specifications. Elements to be evaluated will include but not necessarily be limited to, the similarity to recreation areas and facilities operated and maintained under this contract, project size, and complexity.

(2) Past Performance. Offerors will be evaluated on their record of conforming to specifications and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; control of costs, including costs incurred for changed work; concern for safety and accident prevention; reasonable and cooperative behavior and commitment to customer satisfaction. The Government will consider

information in the offeror's proposal and information obtained from other sources. Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance.

(3) Personnel. Offerors will be evaluated on providing complete information with the name, job title, address, phone number, job duties, and the demonstrated skill, experience, and ability of contractor personnel with supervision and management responsibilities and the subcontractors' qualifications. Experience with similar work or contracts will be considered. The evaluation will consider inclusion of personnel and subcontractors with commitments in writing and copies of any licenses or certifications. The qualifications of contractor employees have somewhat greater weight than subcontractors.

(4) Operations Plan. The offerors will be evaluated on the adequacy and appropriateness of their Operations Plan for Sections 3 & 4 to accomplish the work, whether employed by the contractor or by subcontractors. See Section L – Part I, Technical Proposal for the specific information that should be included in the Operations Plan. The Operations Plan will be evaluated based on its completeness and demonstration of the offeror's understanding and ability to accomplish the requirements of the work.

(5) Quality Control. Offerors will be evaluated on adequacy, appropriateness, specificity to this contract, and completeness of the procedures in the Quality Control Plan to insure compliance with the contract specifications, the adequacy of the proposed quality control organization, and the adequacy of the system of record keeping and reporting. See Section L – Part I, Technical Proposal for the specific information that should be included in the Quality Control Plan. The evaluation of the Quality Control Plan will consider the inclusion of inspection forms, the role of the superintendent, and the use of independent quality control inspectors.

Part II – 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 Governments' cost estimates and the offeror's technical proposal to the scope of work. Even though the total contract price for Initial and Option Years will be evaluated, the primary emphasis will not be placed only on the lowest bid, except as mentioned below. Price will be evaluated and will not be numerically scored.

Negotiated Procurement. In negotiated procurements, bid and bidder shall be construed to mean offer/proposal and offeror.

The Government may reject an offer as unacceptable if it is materially unbalanced as to the prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

This is a requirements contract. Award will be made to one contractor who represents the best value to the government.

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984