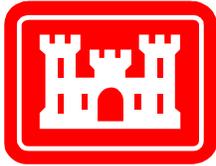


**Memphis District**

**REQUEST FOR QUOTATION NO.  
DACW66-01-T-0096**



**US Army Corps  
of Engineers®**

**Project Title:  
REFURBISHING FAA TOWERS**

**Location:  
VARIOUS LOCATIONS IN TENNESSEE**

**Construction Request for Quotation  
and Specifications**

**THIS IS AN UNRESTRICTED SOLICITATION**

**Date: APRIL 2001**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
W38XGR-1080-5101  
PAGE 1 OF 0

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER  
DACW66-01-T-0096 6. SOLICITATION ISSUE DATE  
04/11/01

7. FOR SOLICITATION INFORMATION CALL: a. NAME ESTELLA C. BLACKMAN b. TELEPHONE NUMBER (No collect calls) (901) 544-0768 8. OFFER DUE DATE/ LOCAL TIME 04/27/01 2:30P

9. ISSUED BY CODE B1P0100 10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SMALL BUSINESS  
 SMALL DISAV. BUSINESS  
 8(A)  
SIC: 1542  
SIZE STANDARD: \$27.5M  
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
12. DISCOUNT TERMS  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
13b. RATING  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE SEE SCHEDULE 16. ADMINISTERED BY CODE SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE

TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	REFURBISH FAA TOWERS AT MARLGOROUGH, HICKORY FLAT, BRUNSWICK, LIBERTY HILL AND MALESUS <i>(Attach Additional Sheets as Necessary)</i>	1	LS		\$0.00

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER 31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED  
33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR  
PARTIAL FINAL

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE 32c. DATE 36. PAYMENT  COMPLETE  PARTIAL  FINAL 37. CHECK NUMBER  
38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB NO.:9000-0136  
Expires: 09/30/98

**CLAUSES INCORPORATED BY REFERENCE:**

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 1999
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-26	Equal Opportunity	FEB 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	JAN 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT****52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)**

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- \_\_\_ Foreign government;
- \_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)**

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dnb.com](mailto:globalinfo@dnb.com).

(End of provision)

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR  
PROPOSED FOR DEBARMENT (JUL 1995)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (FEB 2001)**

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

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

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

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

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

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

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small

Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products

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

(List as necessary)

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

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

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

Other End Products

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

(List as necessary)

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

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

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

(2) ( ) Have, ( ) have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

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

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ( ) has ( )has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

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

(1) Listed end products.

Listed End Product

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-----

Listed Countries of Origin

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

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

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured

child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

**52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986;

41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233320.

(2) The small business size standard is \$27.5M.

(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.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

(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)

#### **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)**

(a) This clause does not apply to small business concerns.

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary

by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

### **52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

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

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

- (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- (f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

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

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

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of Clause)

#### **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://www.arnet.gov.far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

## **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://www.arnet.gov.far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

## **252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)**

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

**252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  
(MAR 1998)**

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying

country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

**252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)**

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

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually

performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-

intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

**252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

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**SPECIFICATION**

**FOR**

**REHABILITATION OF ANTENNA TOWERS**

**VARIOUS RADAR COMMUNICATION LINK REPEATER (RCLR) FACILITIES**

**1. GENERAL.** These specification make up the requirement of the Federal Aviation Administration for labor, equipment supplies/materials and their use in the rehabilitation of existing antenna towers at various RCLR facilities in western Tennessee. Drawings are furnished for information only to show the facility "Scope-of-Work" required. The driving instructions along with the antenna sketch drawing layout and general configuration of the existing 5 each antenna towers, to be rehabilitated, are being provided for information only and does not necessary reflect the actual working conditions. Detailed requirements are contained in the "Schedule of Work" of these specifications.

**1.2. SITE LOCATION.** The 5 each RCLR towers are located in the western half of the state of Tennessee bounded by the Tennessee River on the east and the Mississippi River on the west. These towers range in height from 200 feet to 280 feet as indicated on the site sketch drawings. Driving instruction are being provided for geographical site locations.

**NOTE:** These are secured facilities and escorted entry is required from the Memphis System Service Center (MEM-SSC).

**P.O.C.:** Mr. Sam Thurmond, Supervisor, (901) 544-0520.

**2. ACRONYMS.** Whenever the following acronyms are used in these specifications or other documents pertaining to the contract, the intent and meaning shall be as follows:

**2.1 AF.-** Airway Facilities.

**2.2 ANTS.-** Antennas.

**2.3 AT.-** Air Traffic.

**2.4 ATC.-** Air Traffic Control.

**2.5 C.O.-** Contracting Officer.

**2.6 FAA.**- Federal Aviation Administration.

**2.7 IAW.**- In-Accordance-With.

**2.8 P.O.C.**- Point-of-Contact.

**2.9 R.E.**- Resident Engineer.

**2.10 STD.**- Standard.

**2.11 UL.** - Underwriters Laboratories, Inc.

**3. WORKING CONDITIONS.** The contractor is cautioned that the sites involved are communication tower used in the control of air traffic operations and the operational facility and antennas are in use on a continuous 24-hour basis. The contractor shall advise the R.E. at least 72 hours in advance before work is planned to start on each antenna tower system. This will permit FAA to make necessary operational adjustments and will allow work to be accomplished within the contract performance time.

**4. DAMAGE REPAIRS.** The contractor shall correct or repair all damage outside of the scope-of-work to FAA property resulting from his activities during all phases of this contract.

**5. MATERIALS.** New UL approved.

**5.1 Guy Cable.** Guys shall be seven strand, 3/8-inch diameter, galvanized steel, high strength, with a breaking strength not less than 11,200 pound.

**5.2 Cable Clamps.** Cable clamps shall be hot dip galvanized, size 3/8 inch.

**5.3 Turnbuckles.** Turnbuckles shall be hot dip galvanized, size 12 inch, 11,000-pound ultimate strength, eye and jaw type.

**5.4 Thimbles.** Thimbles shall be hot dip galvanized, 3/8-inch size, heavy duty. Thimbles shall be oversized as required if preformed guy grips are used.

**5.5 Preformed Deadened Guy Grips.** Guy grips be galvanized steel, complete with end sleeves, capable of developing the full strength of guy cables.

**5.6 Expansion Anchors.** Expansion anchors shall be hot dip galvanized or stainless steel, 1/2-inch diameter anchor size, with shear load capacity of not less than 5,000 pounds in 3,500-psi concrete.

**5.7 Paint.** Paint for the complete tower or touch up of rusty steel items as scheduled shall consist on one prime coat equal to

Pittsburgh spec 90-712 (Primer), and one finish coat equal to Pittsburgh spec 6-230 (Aluminum Paint). Paint and primer required for painting the tower is to be IAW and or an equal to Pittsburgh product spec. (See Attached Pittsburgh Spec sheets)

**6. GUY CABLE REPLACEMENT.** Guy cables to be replaced under this contract are listed in the "Schedule of Work" if required.

**6.1 Tensioning Guy Cables.** Existing guy cables and newly installed guy cables shall be tensioned to values directed by the R.E. Care shall be taken to avoid damage to protective coatings on the existing and new guy cables during tensioning. A safety wire, consisting of guy cable specified (same size and type existing) shall be threaded through each turnbuckle, using figure 8 method, and the adjacent guy anchor and clamped to prevent the turnbuckle from turning or for securing broken turnbuckle if occurred.

**6.2 Spacers.** Spacer shall be provided between crossing guy cables where noted in the "Schedule of Work" and or as directed by the FAA R.E.. Spacers shall be preformed plastic and/or rubber accessories designed for guy cables to prevent chaffing of adjacent cables.

**6.3 Providing Expansion Anchors.** Expansion anchors shall be provided as requested in the "Schedule of Work".

**7. MISCELLANEOUS TOWER REPAIRS.** Miscellaneous repairs to the existing antenna towers shall be accomplished as listed in the "Schedule of Work".

**7.1 Providing Drain Holes in Tower Base.** The contractor shall drill a 1/2-inch diameter hole horizontally in the vertical member of the angle iron base just above the foundation to allow for water drainage. Steel surface exposed by the drilling shall be painted as prescribe in paragraph 5.7 above. This work if required will be directed by the R.E.

## **8.SCHEDULE OF WORK.**

<u>Antenna</u> <u>Ident</u>	<u>Description of Work</u> <u>Requested per Tower</u>
--------------------------------	--

QYY-RCLR, Marlborough, TN (220 feet)

1. Prime and Paint complete tower.
2. Replace with all new hardware.
3. Remove and Replace all sets of guy wires.
4. Tension all tower guys.
5. Remove obstruction light system and install new GFM strobe lighting system.

QYZ-RCLR, Hickory Flat, TN (240 feet)

1. Prime and Paint complete tower.
2. Replace with all new hardware.

3. Remove and Replace all sets of guy wires.
4. Tension all tower guys.
5. Remove obstruction light system and install new GFM strobe lighting system.
6. Install spacer between guys #2 & #3. (as required)

QZC-RCLR, Brunswick, TN (260 feet)

1. Prime and Paint complete tower.
2. Replace with all new hardware.
3. Remove and Replace all sets of guy wires.
4. Tension all tower guys.
5. Remove obstruction light system and install new GFM strobe lighting system.

QGL-RCLR, Liberty Hill, TN (200 feet)

1. Prime and Paint complete tower.
2. Replace with all new hardware.
3. Remove and Replace all sets of guy wires.
4. Tension all tower guys.
5. Remove obstruction light system and install new GFM strobe lighting system.

QML-RCLR, Malesus, TN (280 feet)

1. Prime and Paint complete tower.
2. Paint all rusted hardware.
3. Tension all tower guys.
4. No guy wire replacement required.
5. No strobe light replacement required.

**9. CLEAN UP.** - The contractor shall clean up all debris accumulated each workday and shall provide trash containers sufficient in size to hold the daily trash. The contractor is responsible for the daily removal of trash accumulated and for final work related site clean up at the completion of the installation.

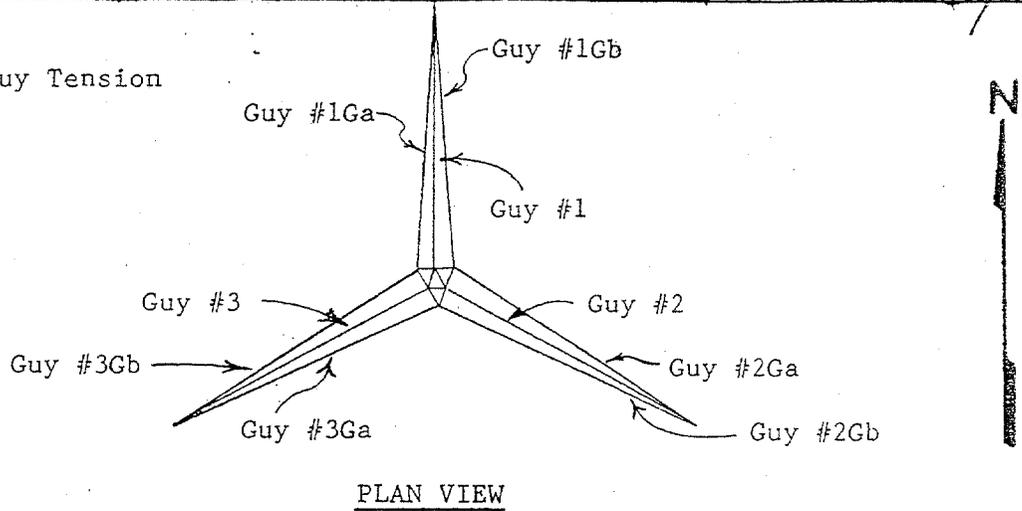
**10. FACILITY INTEGRITY.** The contractor must be aware of the liability and importance of the RCLR facilities. These facilities provides Air Traffic navigational information to the National Air Space. Disruption of service could result in the loss of HUMAN LIFE. Therefore, FAA equipment encountered during the installation MUST be protected from physical damage during the performance of this work. At NO time is the contractor permitted to remove, disconnect or otherwise attempt to relocate any type of fixed object that might cause disruption to FAA facilities operations. The contractor is responsible to notify the FAA R.E. when such objects are encountered and the FAA R.E. will coordinate and make provisions to protect their functional integrity.

END

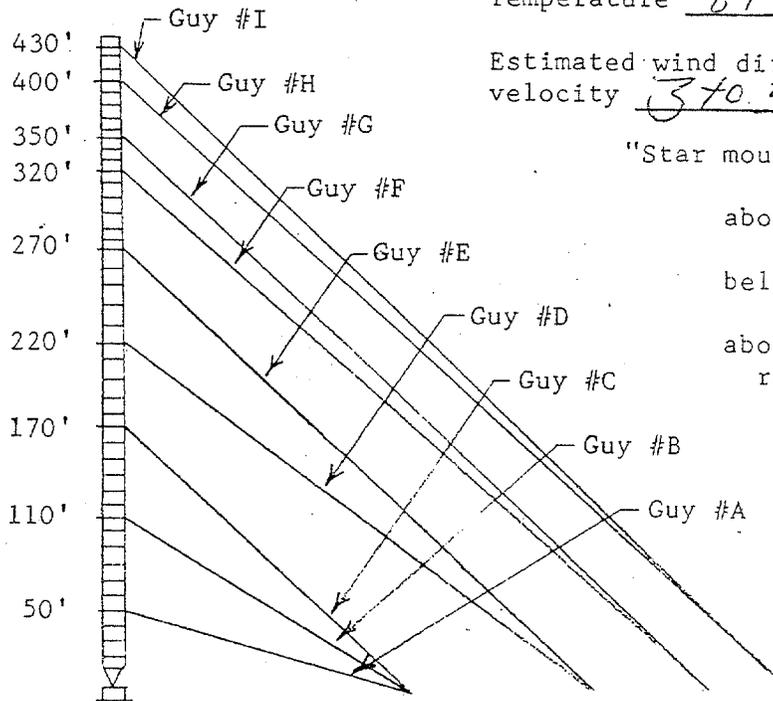
RML TOWER INSPECTION CHECKLIST

FACILITY LOCATION <u>Marlboro, Tenn.</u>	INSTRUCTIONS: Prepare original and three copies. Forward original to ASO-463, copy to AFS/AFSFO, FMP supervisor, and retain copy at facility	
TYPE OF FACILITY <u>A.C.L.R.</u>	AFS LOCATION <u>MCAI Tenn.</u>	DATE <u>6/30/99</u>

Record of Guy Tension



Tower Height 220'  
 Instrument No. N.4587  
 Temperature 87  
 Estimated wind direction and velocity 3 to 5 mph N. S. E.

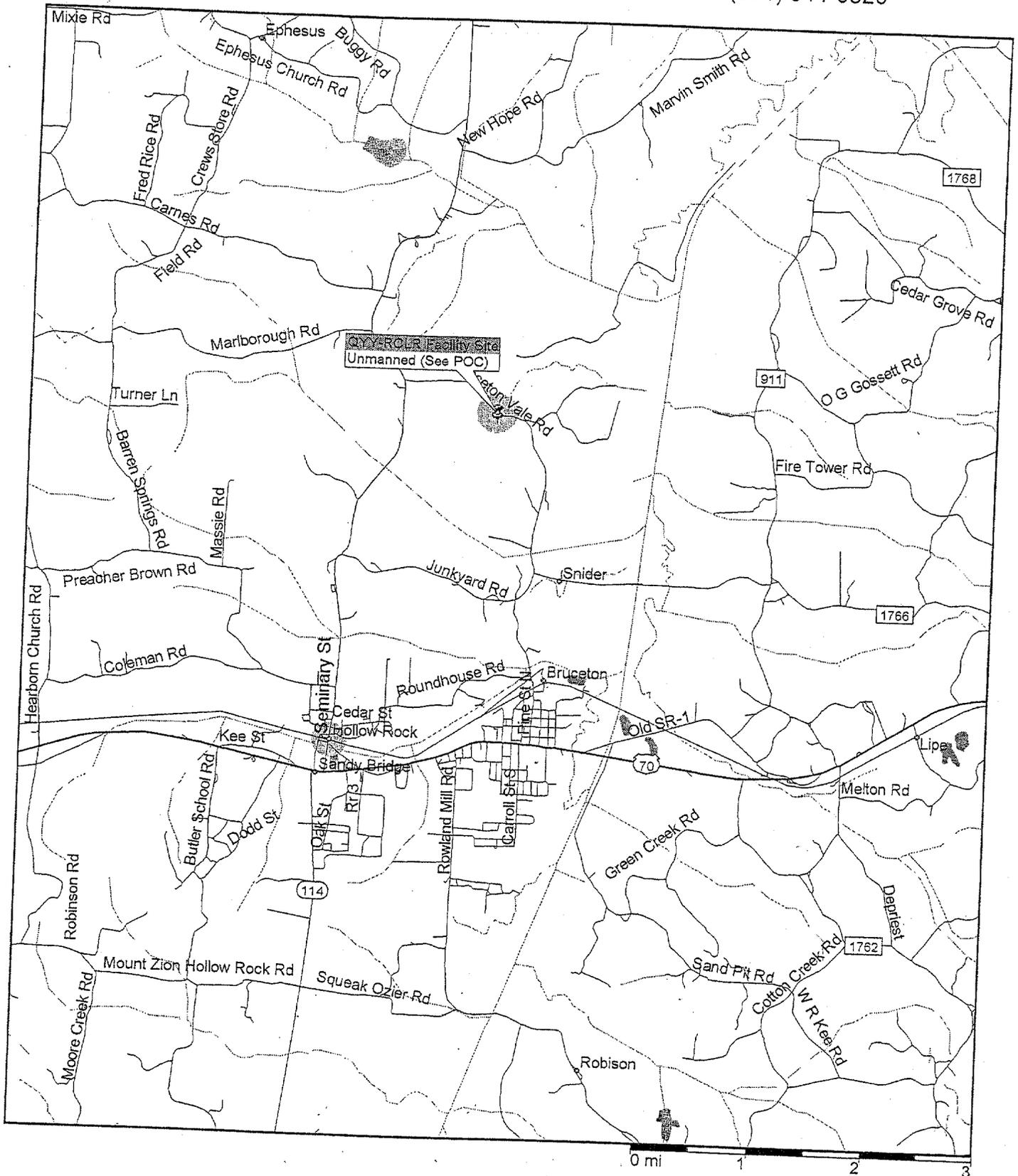


"Star mounts" are:

- above reflector
- below reflector
- above and below reflector

# QYY-RCLR Facility, Marlborough, TN

POC: Manager System Service Center Memphis, TN (901) 544-0520

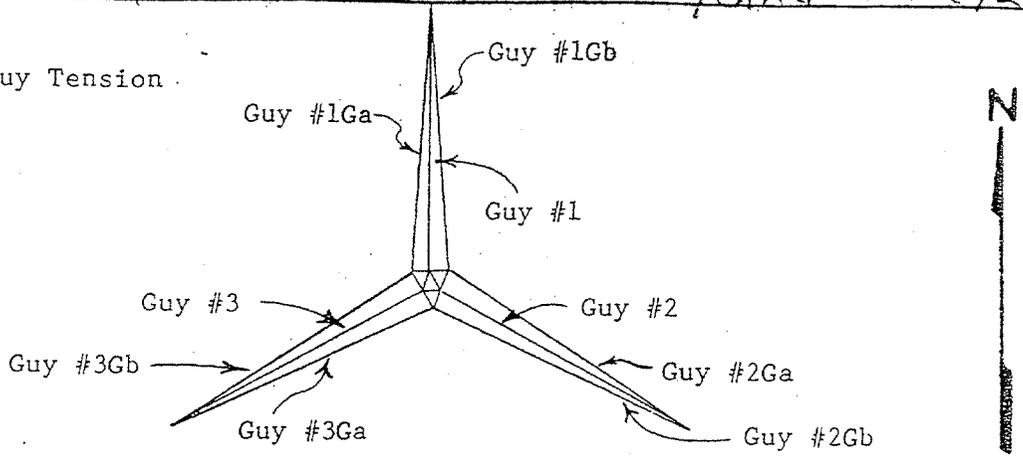


Rock. (40 miles from I-40/ Hwy 70 intersection) As you enter Hollow  
 Hollow Rock, look for N. Pine St. on the left. Turn left on N. Pine St. and proceed 3.6 miles to the facility, located on the left.

RML TOWER INSPECTION CHECKLIST

FACILITY LOCATION <u>Nickory Flat, Tenn</u>	INSTRUCTIONS: Prepare original and three copies. Forward original to ASO-463, copy to AFS/AFSFO, FMP supervisor, and retain copy at facility	
TYPE OF FACILITY <u>ROLR</u>	AFS LOCATION <u>Mem Tenn</u>	DATE <u>6/29/99</u>

Record of Guy Tension



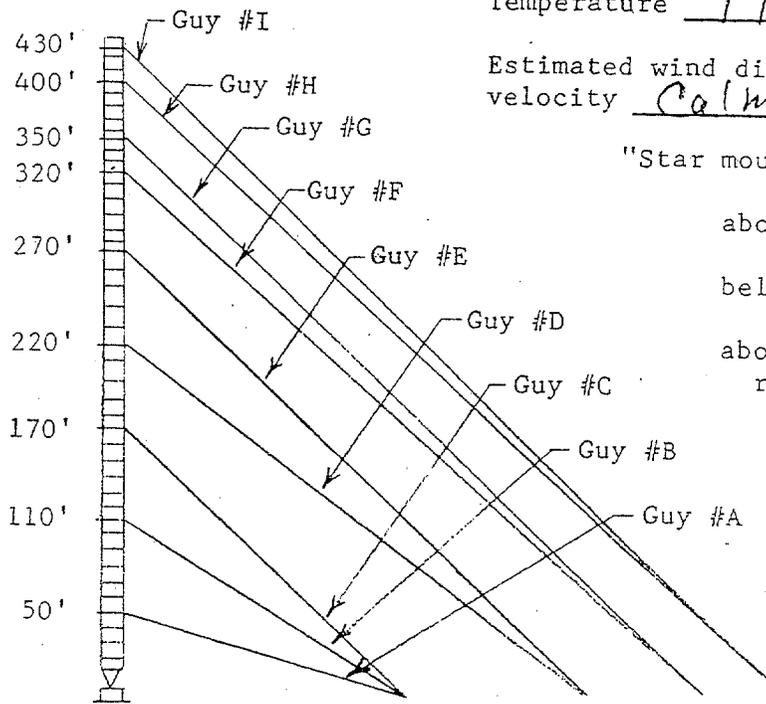
PLAN VIEW

Tower Height 240'  
 Instrument No. 14587  
 Temperature 79

Estimated wind direction and velocity Calm

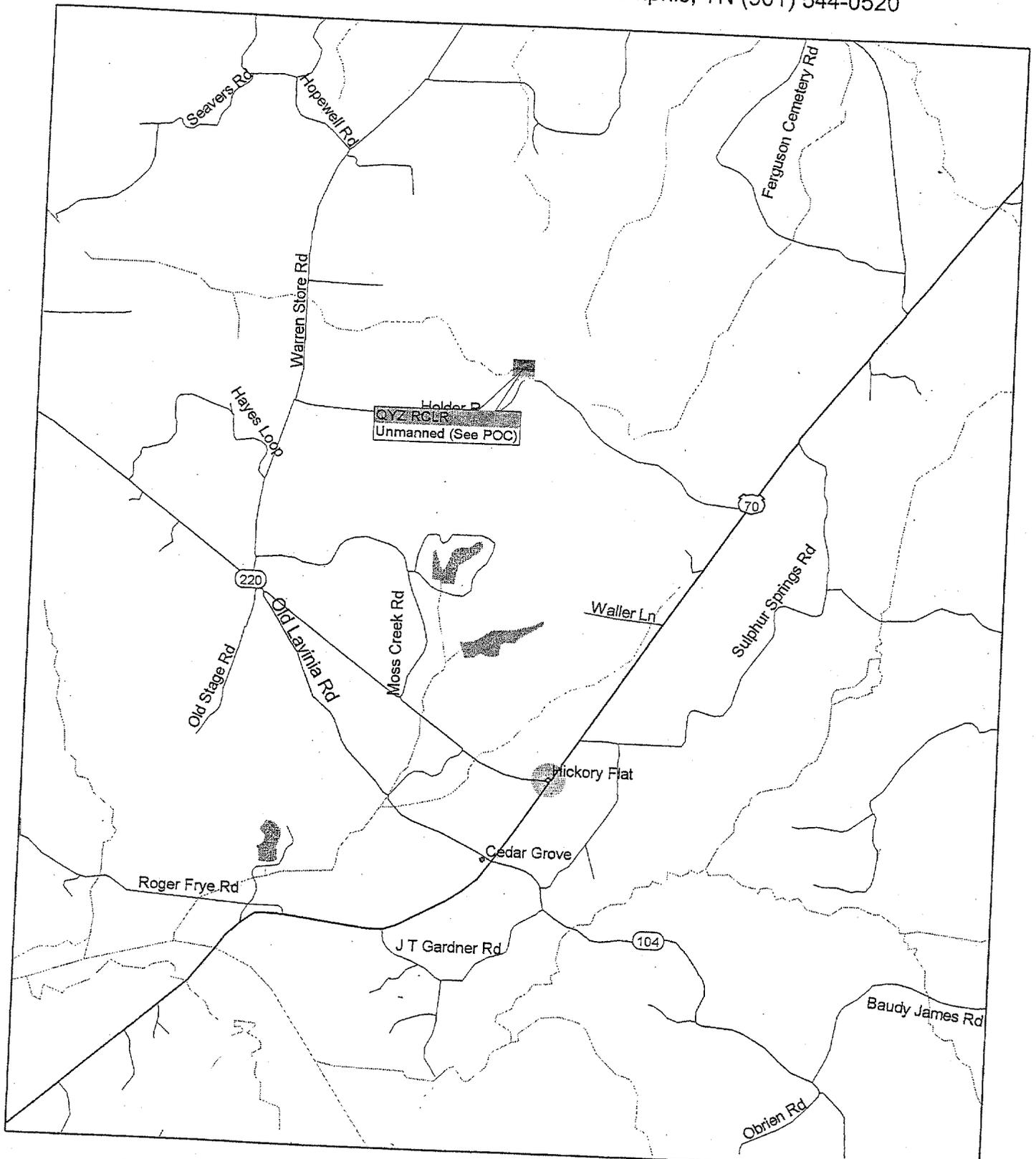
"Star mounts" are:

- above reflector
- below reflector
- above and below reflector



ELEVATION

**QYZ-RCLR Facility, Hickory Flat, TN**  
POC: Manager System Service Center Memphis, TN (901) 544-0520

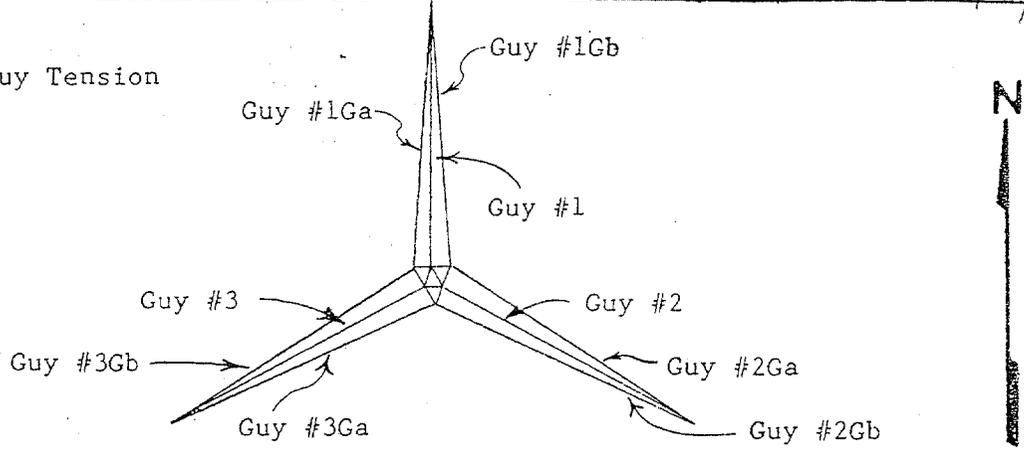


through Jackson, Tn. to the intersection of Hwy 70 and I-40. Continue on I-40  
Turn left on Hwy 70 and proceed 15 miles to Pleasant Hill Rd. on  
the left. (approx. 2 mi. past Cedar Grove) There are no signs to  
identify this road. Look for a sign on the left side of the road  
that reads "YOUNG'S ORCHARD". Look for the road on the left, just  
before you get to this sign. Proceed 1.2 miles to the facility

RML TOWER INSPECTION CHECKLIST

FACILITY LOCATION <i>Brunswick 12 Tower</i>	INSTRUCTIONS: Prepare original and three copies. Forward original to ASO-463, copy to AFS/AFSFO, FMP supervisor, and retain copy at facility	
TYPE OF FACILITY <i>ROLL R</i>	AFS LOCATION <i>AFS 463 Tadm</i>	DATE <i>6/3/99</i>

Record of Guy Tension



PLAN VIEW

Tower Height 260'

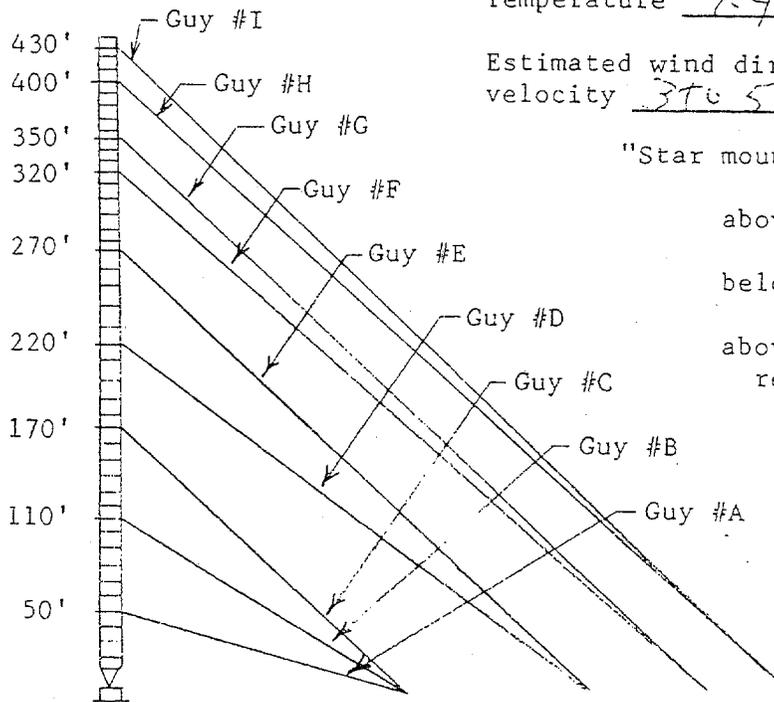
Instrument No. H4587

Temperature 8.4

Estimated wind direction and velocity 3 to 5 M.P.H.

"Star mounts" are:

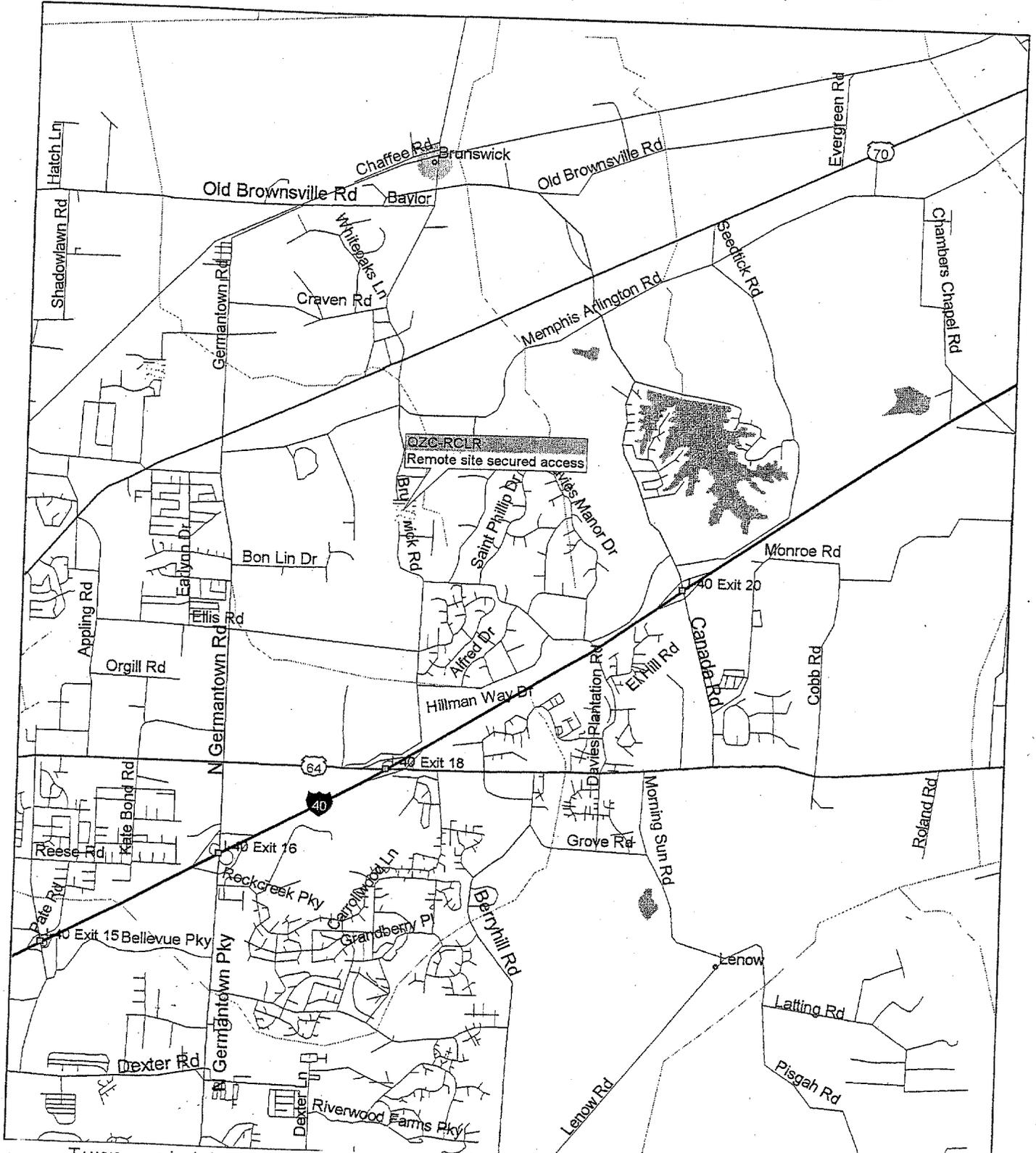
- above reflector
- below reflector
- above and below reflector



ELEVATION

# QZC-RCLR Facility, Brunswick, TN

POC: Manager System Service Center Memphis, TN (901) 544-0520

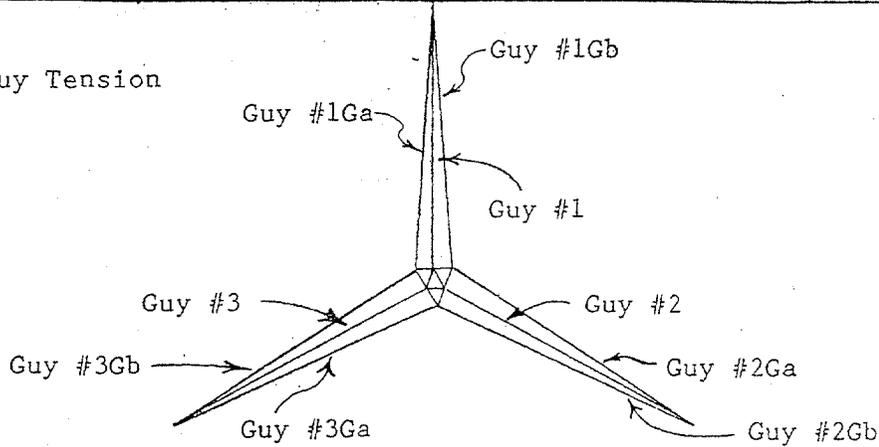


Turn right onto I-40 and proceed 7.4 miles to the Hwy 64 exit on the right. Immediately after exiting I-40, look for a turn-off on the left for Hwy 64 E. Turn left on Hwy 64 and proceed .3 mi. to Brunswick Rd. Turn right on Brunswick Rd. and proceed 1.5 mi. to the site, located on the right side of the road.

RML TOWER INSPECTION CHECKLIST

FACILITY LOCATION <i>Liberix Hill, Tenn</i>	INSTRUCTIONS: Prepare original and three copies. Forward original to ASO-463, copy to AFS/AFSFO, FMP supervisor, and retain copy at facility	
TYPE OF FACILITY <i>RCLR</i>	AFS LOCATION <i>Mem Tenn</i>	DATE <i>6/17/99</i>

Record of Guy Tension



PLAN VIEW

Tower Height 200'

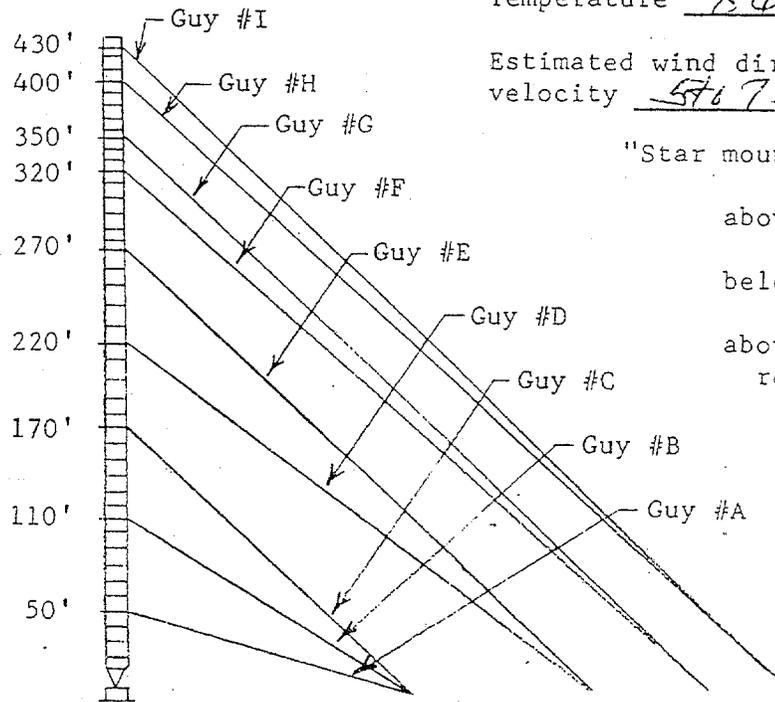
Instrument No. N4587

Temperature 86

Estimated wind direction and velocity 5 to 7 MPH S.E.

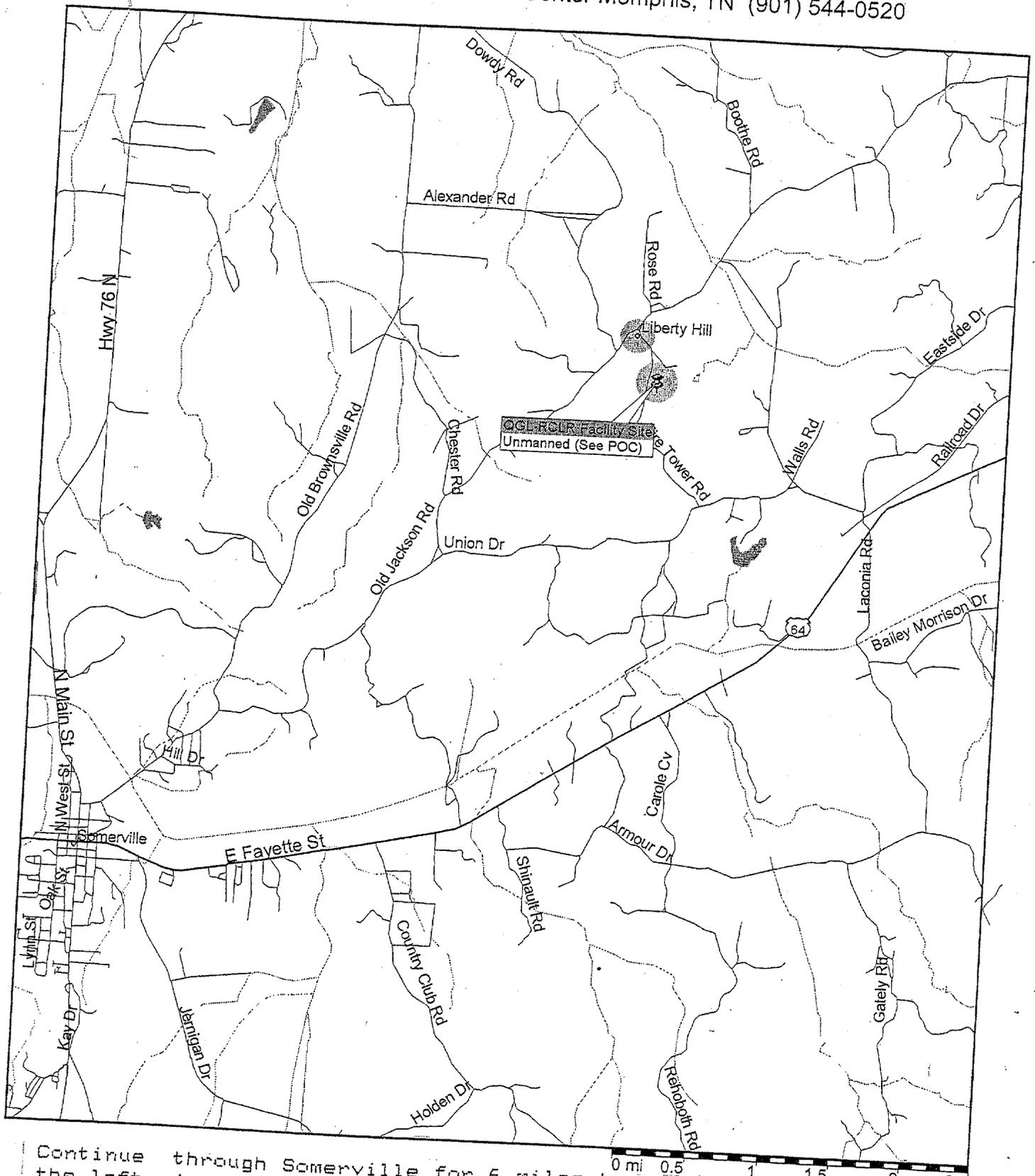
"Star mounts" are:

- above reflector
- below reflector
- above and below reflector

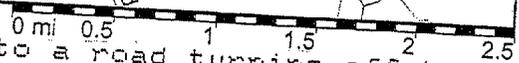


ELEVATION

**QGL-RCLR Facility, Liberty Hill, TN**  
 POC: Manager System Service Center Memphis, TN (901) 544-0520



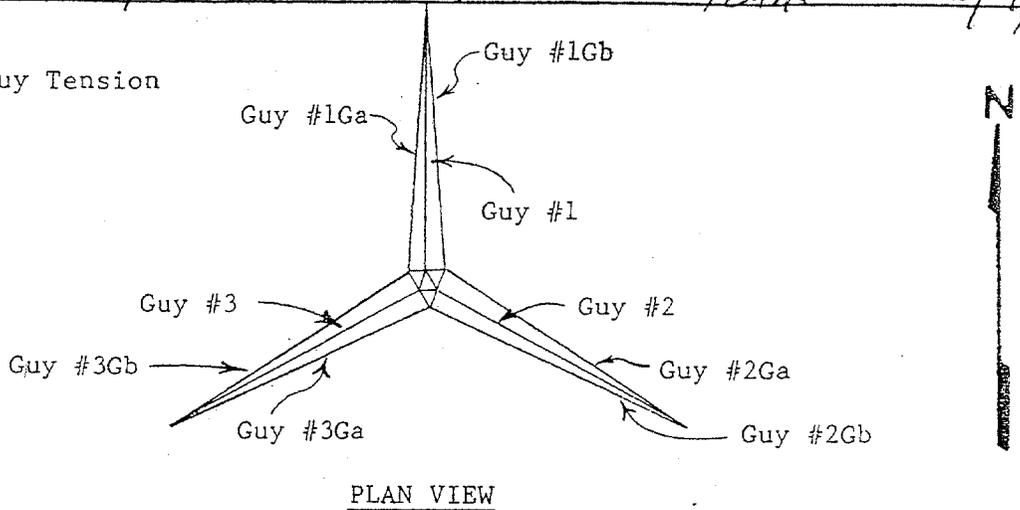
Continue through Somerville for 6 miles to the left, just past a sign reading "Laconia". (this sign is on the right side of the highway) Continue on this road past the Office, Union Academy and a brick church on the left. Turn left on the first paved road past the church and proceed approx. 1 mile to Firetower Rd. Turn right on Firetower Rd. and proceed 1.5 miles to facility located on left side of road.



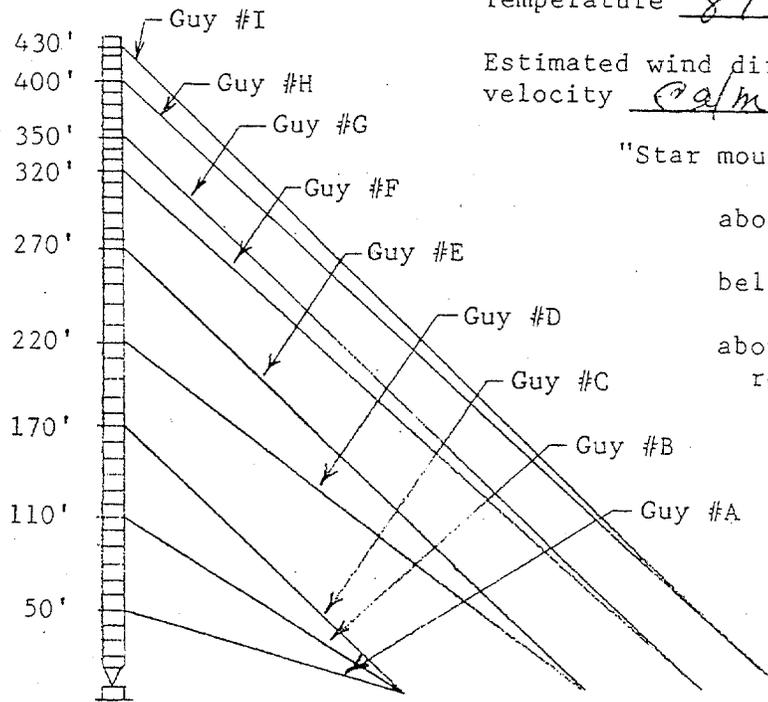
RML TOWER INSPECTION CHECKLIST

FACILITY LOCATION <u>Malaga, Tenn -</u>		INSTRUCTIONS: Prepare original and three copies. Forward original to ASO-463, copy to AFS/AFSFO, FMP supervisor, and retain copy at facility	
TYPE OF FACILITY <u>ROLR</u>		AFS LOCATION <u>MEMPHIS Tenn</u>	DATE <u>6/9/99</u>

Record of Guy Tension

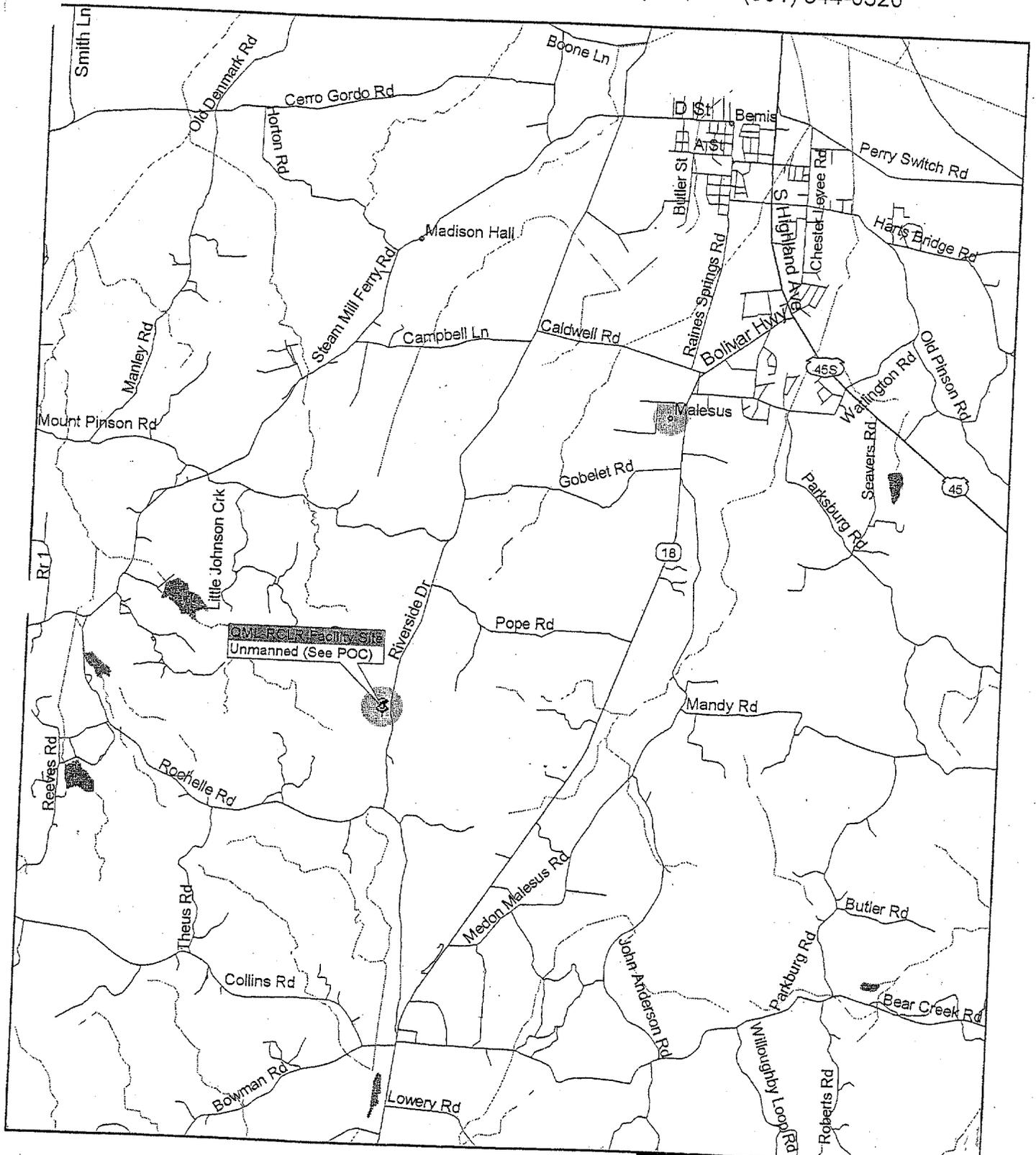


Tower Height 280'  
 Instrument No. TM 750  
 Temperature 89  
 Estimated wind direction and velocity calm



"Star mounts" are:  
 above reflector   
 below reflector   
 above and below reflector

**QML-RCLR Facility, Malesus, MS**  
 POC: Manager System Service Center Memphis, TN (901) 544-0520



omerville) to Whiteville. At the junction of Hwy 64 and 100, take Hwy 100 and proceed eastbound for approx. 15 miles to the intersection of Hwy 18. Turn left on Hwy 18 and proceed 10 miles to Medon. Look for Riverside Dr. branching off to the left at Medon. Turn onto Riverside Drive and continue north for approx. 6 miles to the facility, located on the left.



**PITTSBURGH PAINTS**  
*A new generation of paint company  
 for a new generation*

**PITT-TECH®**

**90-712 Series**

**HPC/Industrial Maintenance**

**PITT-TECH® Int/Ext Primer/Finish DTM Industrial Enamel**

**Generic Type**

100% Acrylic Formula

**Tinting and Base Information**

**DO NOT TINT.**

90-708	Red Inhibitive
90-709	Gray Primer
90-712	White

**General Description**

Recommended for use on properly prepared interior or exterior metal surfaces, in light to moderate industrial climates for maintenance or new construction. Use wherever an easy to use, low VOC primer is required to prepare most metal surfaces. Enhances adhesion of the final finish. Can be used as a primer under PITT-TECH® or other PITTSBURGH® Paints topcoat products.

**Recommended Uses**

- Aluminum
- Ferrous Metal
- Galvanized Metal

**Features / Benefits**

- Excellent adhesion
- Low odor, low VOC primer
- Easy clean up
- Accepts most topcoats

**Limitations of Use**

Apply only when air, product and surface temperatures are between 50°F to 100°F (38°C - 100°C) and surface temperature is at least 5°F (3°C) above the dew point. Avoid exterior painting late in the day when dew or condensation are likely to form or if rain is threatening. Two coats are required for maximum protection and durability if used as a finish coat. Protect from freezing. Not recommended for immersion service.

**Product Data**

<b>Gloss:</b>	Flat
<b>VOC*:</b>	0.97 lbs/gal 116.00 g/L
<b>Coverage:</b>	208 to 315 sq ft/gal (19 to 29 sq. m/3.78L)
<i>Note: Does not include loss due to varying application method, surface porosity, or mixing.</i>	
<b>DFT:</b>	2.0 minimum to 3.0 maximum
<b>Weight/Gallon*:</b>	10.2 lbs. (4.6 kg) +/- 0.2 lbs. (91 g)
<b>Volume Solids*:</b>	38.9% +/- 2%
<b>Weight Solids*:</b>	50.0% +/- 2%
<b>Clean-up:</b>	Soap and Water

Results will vary by color, thinning and other additives.

\*Product data calculated on 90-712

**Drying Time:**

To Touch:	1 hour
To Handle:	4 hours
To Recoat:	4 hours

Dry Time @77°F (25°C); 50% relative humidity

**Flash Point:** Over 200°F, (93°C)

The surface to be coated must be dimensionally stable, dry, clean, and free of oil, grease, release agents, curing compounds, and other foreign materials. Where appropriate bare areas should be primed with a suitable primer. Pitt-Tech® Industrial Enamel Primers, 90-712 or 90-709, must be used on all bare metal substrates when using colors made from Pitt-Tech Finishes in Midtone, Deeptone, and Deep Rustic bases. Remove and inhibit regrowth of mildew on exterior surfaces by using Mildew Check® Multi-Purpose Wash, 18-1. Before use, be sure to read and follow the instructions and warnings on the label.

**PREVIOUSLY PAINTED SURFACES:** Old coatings should be tested for adhesion of the existing system.

**FERROUS METAL:** Remove all oil and grease from the surface by Solvent Cleaning per SSPC-SP1 and Power Tool per SSPC-SP3 to remove loose rust, mill scale, and deteriorated previous coatings. Abrasive blasting to a minimum Commercial Grade (SSPC-SP6, NACE-3) is recommended for severe exposures.

**ALUMINUM:** Remove all oil, grease, dirt, oxide, and other foreign material by Solvent Cleaning per SSPC-SP1. No primer is necessary for new aluminum surfaces. Hand Clean per SSPC-SP2 or Power Tool clean per SSPC-SP3 to remove any deteriorated previous coatings.

**GALVANIZED STEEL:** All stabilizers must be removed by appropriate means prior to painting.

HPC Systems in Detail Brochure (H10788) COATING SYSTEM: 478-HD

**Recommended Primers**

none See Surface Preparation

**Application Information**

**Recommended Spread Rates:**

Wet Mills :	5.1 minimum to	7.7 maximum
Wet Microns:	129.5 minimum to	195.6 maximum
Dry Mills :	2.0 minimum to	3.0 maximum
Dry Microns:	51.0 minimum to	76.2 maximum

**Application Equipment:** Changes in application equipment, pressures and/or tip sizes may be required depending on ambient temperatures and application conditions.

**Conventional Spray:** Fluid Nozzle: DeVilbiss MBC gun, with 704 or 777 air cap with E or FF tip and needle, or comparable equipment. Atomization Pressure: 55 - 70 Fluid Pressure: Can not specify, dependent on numerous factors.

**Airless Spray:** Pressure 2000 - 2600 psi, tip 0.015 - 0.023" Hose

**Brush:** High Quality Polyester/Nylon Brush

**Roller:** 1" or 1 1/2" nap roller cover

**Thinning:**

Thinning is not usually required. Excessive thinning or insufficient film thickness may cause rust staining. If rust staining occurs, apply an additional coat. Do not add oils, paint thinners, or any paint additives.

**Directions for Use**

Mix thoroughly before and during use. Read all label and Material Safety Data Sheet (MSDS) information prior to use. MSDS are available through our website or by calling 1-800-441-9695.

**Permissible temperatures during application:**

Material:	50 to 100°F	10 to 38°C
Ambient:	50 to 100°F	10 to 38°C
Substrate:	50 to 100°F	10 to 38°C

PPGAF believes the technical data presented in this bulletin is currently accurate; however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coating technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date information visit our web site or call 1-800-441-9695

**Packaging:** 1-Gallon (3.78L)

5-Gallon (18.9L)

Not all products are available in all sizes.



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Architect/Specifier:  
1-888-774-7732  
International Sales:  
(412) 434-2049

PPG Coatings, Inc.  
Coatings and Resins Group  
5546 Timberlea Blvd.  
Mississauga, Ontario L4W2T7  
(905) 238-6441

www.pittsburghpaints.com

Bulletin: 90-712

Additional copies of this bulletin can be obtained from our web site or by calling 1-800-428-7806.

Rev. 3/2000



**PITTSBURGH PAINTS**

A Division of PPG Industries, Inc.  
Pittsburgh, PA 15205

# SPEEDHIDE®

6-230

HPC/Industrial Maintenance

SPEEDHIDE® Interior/Exterior Aluminum Paint

### Generic Type

Modified Oleoresinous Varnish

### Tinting and Base Information

Do Not Tint  
6-230 Aluminum

### General Description

Recommended to finish interior and exterior metal or wood where a metallic finish is desired, SPEEDHIDE Aluminum Paint can be used for machinery, pipes, structural steel or other equipment in industrial environments. May be used to coat metals where the surface temperatures reach up to 500 deg F (260C).

### Recommended Uses

Metal  
Wood

### Features / Benefits

Heat Resistant to 500° F  
Excellent Adhesion to Wood and Metal  
Ready-Mixed Aluminum Color

### Limitations of Use

Apply when air, surface and product temperatures are above 50° F (10° C), and surface temperature is at least 5° F (3° C) above the dew point. Avoid exterior application late in the day when dew and condensation are likely to form or if rain is threatening. Not recommended for immersion service. Formulated for professional application only.

### Product Data

**Gloss:** Eggshell to Semi-Gloss  
**VOC\*:** 4.12 lbs/gal 494.00 g/L  
**Coverage:** 450 to 600 sq ft/gal (42 to 56 sq. m/3.78L)

*Note: Does not include loss due to varying application method, surface porosity, or mixing.*

**DFT:** 1.0 minimum to 1.3 maximum  
**Weight/Gallon\*:** 7.6 lbs. (3.5 kg) +/- 0.2 lbs. (91 g)

**Volume Solids\*:** 36.5% +/- 2%

**Weight Solids\*:** 46.2% +/- 2%

**Clean-up:** Leptyne Paint Thinner 21-263

Results will vary by color, thinning and other additives.

\*Product data calculated on full formula

### Drying Time:

To Touch: 3 hours  
To Handle: 6 hours  
To Recoat: 18 hours

Dry Time @77°F (25°C); 50% relative humidity

### In Service Temperature:

Dry Heat (F): 500° Dry Heat (C): 260°

**Flash Point:** 87°F, (30.6°C)

HPC/Industrial Maintenance

SPEEDHIDE® Interior/Exterior Aluminum Paint

General Surface Preparation

Surfaces to be painted must be free of loose paint, dirt, grease, mildew, rust, loose mill scale and other surface contamination. Follow SSPC-SP2 for hand cleaning of metal as a minimum for surface preparation. Dry and bare surfaces should be spot primed with the proper metal or wood primer, following surface preparation recommendations and recoat times stated on the primer label. On exterior surfaces, remove and inhibit regrowth of mildew by using Mildew Check Multi-Purpose Wash, 18-1, by Pittsburgh Paints. Before use, be sure to read and follow the instructions and warnings on the label.

**NEW WOOD:** New wood should be sanded smooth and wiped clean. Any knots or resinous areas should be sealed before painting. Countersink all nails. Putty flush with surface, then prime.

**PREVIOUSLY PAINTED WOOD:** All excessive chalking must be removed and the surface rinsed thoroughly. Remove all loose, peeling, or flaking paint by scraping or sanding. Feather back all rough edges to sound surface by sanding. Prime all bare wood areas.

**METAL:** Rust and other surface contaminants must be removed from ferrous metals, aluminum, copper, brass, and galvanized steel. Then the surface cleaned thoroughly to remove any dust.

**GALVANIZED STEEL:** Caution must be used when selecting coatings for use on all galvanized metal surfaces. These substrates may have a factory-applied stabilizer, which is used to prevent white rusting during storage and shipping. Such stabilizers must be removed by either brush blasting or chemical treatment.

Heat resistance to 500°F requires near white metal blast per SSPC-SP10.

### Recommended Primers

Exterior Wood	6-809, 6-9, 17-21
Galvanized Steel	6-209, 90-712
Interior Wood	6-855, 6-6, 17-21
Ferrous Metal	6-208, 6-212, 90-712
Aluminum	6-204, 90-712

### Directions for Use

Stir thoroughly before using and frequently during use. Read all label and Material Safety Data Sheet (MSDS) information prior to use. MSDS are available through our website or by calling 1-800-441-9695.

### Permissible temperatures during application:

Material:	50 to 90°F	10 to 32°C
Ambient:	50 to 100°F	10 to 38°C
Substrate:	50 to 100°F	10 to 38°C

PPGAF believes the technical data presented in this bulletin is currently accurate; however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coating technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date information visit our web site or call 1-800-441-9695.

### Application Information

#### Recommended Spread Rates:

Wet Mils :	2.7 minimum to	3.6 maximum
Wet Microns:	68.6 minimum to	91.4 maximum
Dry Mils :	1.0 minimum to	1.0 maximum
Dry Microns:	25.4 minimum to	33.0 maximum

**Application Equipment:** Changes in application equipment, pressures and/or tip sizes may be required depending on ambient temperatures and application conditions.

**Conventional Spray:** Graco 210-961 Series A or equivalent. 0.070" (1.78 mm) cap, 0.061" (1.55 mm).

**Airless Spray:** Pressure 2000 - 2500 psi, tip 0.015 - 0.023"

**Brush:** Polyester/Nylon Brush

**Roller:** Not Recommended.

#### Thinning:

DO NOT THIN.

**Packaging:** 1-Gallon (3.78L)

5-Gallon (18.9L)

Not all products are available in all sizes.



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Coatings and Resins Group  
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Mississauga, Ontario L4W2T7  
(905) 238-6441

Rev. 3/2000

Bulletin: 6-230

Additional copies of this bulletin can be obtained from our web site or by calling 1-800-428-7806.

General Decision Number TN010057      Superseded General Decision No.  
TN000057

State: Tennessee      Construction Type:

HEAVY

County(ies):

BEDFORD	HAMBLEN	MCNAIRY
BENTON	HANCOCK	MEIGS
BLEDSON	HARDEMAN	MONROE
BRADLEY	HARDIN	MOORE
CAMPBELL	HAYWOOD	MORGAN
CANNON	HENDERSON	OBION
CARROLL	HENRY	OVERTON
CHESTER	HICKMAN	PERRY
CLAIBORNE	HOUSTON	PICKETT
CLAY	HUMPHREYS	POLK
COCKE	JACKSON	PUTNAM
CROCKETT	JOHNSON	SCOTT
CUMBERLAND	LAKE	SMITH
DE KALB	LAUDERDALE	STEWART
DECATUR	LAWRENCE	TROUSDALE
DYER	LEWIS	VAN BUREN
FENTRESS	LINCOLN	WARREN
FRANKLIN	LOUDON	WAYNE
GIBSON	MACON	WEAKLEY
GILES	MARSHALL	WHITE
GREENE	MAURY	
GRUNDY	MCMINN	

HEAVY CONSTRUCTION PROJECTS

Modification Number      Publication Date

0

03/02/2001

COUNTY(ies):

BEDFORD	HAMBLEN	MCNAIRY
BENTON	HANCOCK	MEIGS
BLEDSON	HARDEMAN	MONROE
BRADLEY	HARDIN	MOORE
CAMPBELL	HAYWOOD	MORGAN
CANNON	HENDERSON	OBION
CARROLL	HENRY	OVERTON
CHESTER	HICKMAN	PERRY
CLAIBORNE	HOUSTON	PICKETT
CLAY	HUMPHREYS	POLK
COCKE	JACKSON	PUTNAM
CROCKETT	JOHNSON	SCOTT
CUMBERLAND	LAKE	SMITH
DE KALB	LAUDERDALE	STEWART
DECATUR	LAWRENCE	TROUSDALE
DYER	LEWIS	VAN BUREN
FENTRESS	LINCOLN	WARREN
FRANKLIN	LOUDON	WAYNE
GIBSON	MACON	WEAKLEY
GILES	MARSHALL	WHITE
GREENE	MAURY	

GRUNDY MCMINN  
SUTN1019B 03/11/1992

	Rates	Fringes
BRICKLAYERS	8.84	
CARPENTERS	8.58	
CONCRETE FINISHER	8.35	
DRILL OPERATOR (Caisson)	13.98	
ELECTRICIANS	11.89	
IRONWORKERS:		
Reinforcing	8.41	
Structural	10.00	
LABORERS:		
GROUP 1	5.93	
GROUP 2	7.54	

LABORER CLASSIFICATIONS

GROUP 1 - Unskilled Laborer; Flaggers  
GROUP 2 - Skilled Laborers: Air tool operator, Asphalt raker, Chain saw operator, Concrete Mixer Operator (Less than 1 yard), Concrete Rubber/Edger, Fence Erector, Form Setter (Steel Road), Guard Rail Erector, Mechanic's Tender (Tire Changer or Oiler), Mortar Mixer, Nozzleman or Gun Operator (Gunitite), Pipelayer, Sign Erector.

MECHANICS:

Heavy Duty	9.00
Light Duty	8.91
PAINTER & SANDBLASTER	9.52
POWDER PERSON (Blaster)	8.03

POWER EQUIPMENT OPERATORS:

GROUP 1	9.17
GROUP 2	8.50
GROUP 3	8.31
GROUP 4	7.79
GROUP 5	10.18
GROUP 6	6.56

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1:

Backhoe/Hydraulic Excavator (3/4 yard & over) Crane, End Loader (3 yards & over), Motor Patrol (Finish), Pile Driver, Dragline.

GROUP 2:

Backhoe/Hydraulic Excavator (Less than 3/4 yard), Bull dozer or Push dozer, End Loader (Less than 3 yards), Motor Patrol operator (Rough), Tractor (Crawler/Utility), Scraper, Shovel, Trenching Machine.

GROUP 3:

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (Self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (Horizontal).

GROUP 4:

Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb machine (Automatic or Manual), Dozer or Loader Operator, (Stockpile), Drill Operator (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Distributor Machine, Ditch Paving Machine, Pump, Track Drill, Striping Machine Operator.

GROUP 5:

Sweeping Machine Operator

GROUP 6:

Farm Tractor Operator.

TRUCK DRIVER:  
(2 or 3 axles) 7.37  
(4 or 5 axles -  
heavy duty) 7.55

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

-----  
In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number TN000058

General Decision Number TN000058  
Superseded General Decision No. TN990058 State: Tennessee  
Construction Type:  
HEAVY  
County(ies):  
FAYETTE SHELBY TIPTON  
HEAVY CONSTRUCTION (Including Sewer and Water Lines)  
Modification Number Publication Date  
0 02/11/2000

COUNTY(ies):  
FAYETTE SHELBY TIPTON  
ELEC0474B 08/03/1998

	Rates	Fringes
ELECTRICIANS	20.10	5.21+3-3/4%

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SUTN2005A 02/28/1995

	Rates	Fringes
CARPENTERS	13.29	2.74
INSULATORS, H&F/ASBESTOS	17.00	4.50
IRONWORKERS:		
Reinforcing	14.41	3.56
Structural	14.70	3.74
LABORERS:		
Unskilled	6.54	
Pipelayers	8.52	
LINE CONSTRUCTION:		
Lineman	18.75	2.27
Groundman	9.20	2.14
POWER EQUIPMENT OPERATORS:		
Backhoe	10.35	
Bulldozer	9.25	
Loader	7.50	
TRUCK DRIVERS	7.50	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number TN010059  
Superseded General Decision No. TN000059 State: Tennessee  
Construction Type:

HEAVY  
County(ies):  
BLOUNT MADISON SEVIER  
GRAINGER MARION UNION  
JEFFERSON MONTGOMERY  
KNOX SEQUATCHIE  
HEAVY CONSTRUCTION PROJECTS  
Modification Number Publication Date  
0 03/02/2001

COUNTY(ies):  
BLOUNT MADISON SEVIER  
GRAINGER MARION UNION  
JEFFERSON MONTGOMERY  
KNOX SEQUATCHIE  
SUTN2001A 09/25/1991

	Rates	Fringes
BRICKLAYER	8.84	
CARPENTER	8.58	
CONCRETE FINISHER	8.34	
DRILL OPERATOR (Caisson)	13.98	
ELECTRICIANS	11.89	
IRONWORKERS:		
Reinforcing	8.41	
Structural	10.00	
LABORERS:		
GROUP 1	5.93	
GROUP 2	7.54	
LABORER CLASSIFICATIONS		
GROUP 1: Unskilled Laborers; Flaggers		
GROUP 2: Skilled Laborers: Air Tool Operator; Asphalt Raker; Chain Saw Operator; Concrete Mixer Operator (Less than 1 yard); Concrete Rubber/Edger; Fence Erector; Form Setter (Steel Road); Guard Rail Erector; Mechanic's Tender (Tire Changer or Oiler); Mortar Mixer; Nozzelman or Gun Operator (Gunitite); Pipelayer; Sign Erector.		
MECHANIC:		
Heavy Duty	9.00	
Light Duty	8.91	
PAINTER & SANDBLASTER	9.52	
POWDER PERSON (Blaster)	8.03	
POWER EQUIPMENT OPERATORS:		
GROUP 1	9.17	
GROUP 2	8.50	
GROUP 3	8.31	
GROUP 4	7.79	
GROUP 5	10.18	
GROUP 6	6.56	

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1:

Backhoe/Hydraulic Excavator (3/4 Yard & Over), Crane, End Loader (3 Yards & Over), Motor Patrol (Finish), Pile Driver, Dragline.

GROUP 2:

Backhoe/Hydraulic Excavator (Less Than 3/4 Yard), Bull Dozer or Push Dozer, End Loader (Less than 3 yards), Motor Patrol Operator (Rough), Tractor (Crawler/Utility), Scraper, Shovel, Trenching Machine.

Group 3:

Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale Spreader (Self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (Horizontal)

GROUP 4:

Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb Machine (Automatic or Manual), Dozer or Loader Operator (Stockpile), Drill Operator (Piling), Mulcher or Seeder, Rock Drill (Truck Mounted), Roller (Asphalt), Roller (Compaction Self-Propelled), Soil Stabilization Machine, Tractor (Boom & Hoist), Bituminous Distributor Machine, Pump, Track Drill, Striping Machine Operator.

GROUP 5:

Sweeping Machine Operator

GROUP 6:

Farm Tractor Operator

TRUCK DRIVERS:

(2 or 3 Axles)	7.37
(4 or 5 Axles-Heavy Duty)	7.55

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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END OF GENERAL DECISION