

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3198-1158		PAGE 1 OF 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW41-03-T-0049	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CYNTHIA A. CLARK		b. TELEPHONE NUMBER (No Collect Calls) (417) 276-3113		6. SOLICITATION ISSUE DATE 23-Jul-2003	
9. ISSUED BY USAED, KANSAS CITY STOCKTON LAKE PROJECT OFFICE 16435 E. STOCKTON LAKE DRIVE STOCKTON MO 65785 TEL: (417) 276-3113/3114 FAX: (417) 276-3510		CODE W58XUW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 1799 SIZE STANDARD: \$5.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO STOCKTON POWER PLANT GEORGE G. BOBAN RR 3, BOX 260C STOCKTON MO 65785-9416 TEL: 417-276-3113 FAX: 417-276-3065		CODE G5R0851		16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 <input type="checkbox"/> 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)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY			
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

INSTRUCTIONS: NOTICE TO BIDDERS

INSTALLATION OF PIPE PLUGS INTO TWO MINIMUM FLOW BY-PASS LINES

STOCKTON POWER PLANT STOCKTON, MISSOURI

1. Vendors must quote on all items and entire quantities contained in the basic contract period to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.
2. This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, and will not be made based on price alone, in accordance with FAR Part 52.212-2 “Evaluation – Commercial Items” (Jan 1999). The following evaluation factors will be considered:
 - Relevant Experience
 - Past Performance
 - Price

The evaluation factors of Relevant Experience and Past Performance will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on Relevant Experience using Attachment 1, “Statement of Experience”; and must provide information on Past Performance utilizing Attachment 2, “Past Performance Questionnaire.” Following are instructions for providing this required information:

Relevant Experience (Attachment 1, Statement of Experience)

Related experience will be determined by the length of time (years and months) which the bidder has performed work similar in nature and complexity to the type of work outlined in the contract specifications. Using Attachment #1, “Statement of Experience and Personal Information”, bidders shall list any experience pertinent to the type of work required by the specifications. Bidders shall return this document along with the bid by the due date.

Past Performance (Attachment 2, Past Performance Questionnaire)

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders shall refer to Attachment #2, “Past Performance Questionnaire and Cover Letter”. Bidders are to send this cover letter and questionnaire to three references which can verify the bidder’s performance on work similar in nature and complexity to the required services. The three references should

return the forms (via fax) directly to the US Army Corps of Engineers within three days of receipt, as specified in the Cover Letter. The Government may obtain additional information related to past performance from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. Bidders are to submit the names, addresses and telephone numbers of their three references with this offer.

An evaluation will be completed for each responsive bid received by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each Contractor's bid, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the bid which is deemed responsible in accordance with FAR 9.1, and which conforms to this RFP and is determined to be the overall most advantageous to the Government, with price and other factors considered.

3. Contractor is required to be CCR Registered by time of contract award in order to receive the award. Registration is to be accomplished by accessing www.ccr.gov. By submission of a bid, a bidder 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 the solicitation. Refer to clause 252.204-7004.
4. In order to be considered responsive, bidders must complete and return all of the following:
 - Complete block 17a of your quote with your complete mailing address and telephone number.
 - Complete blocks 30a, 30b, and 30c. In addition, provide Dun & Bradstreet number in block 30b above or nearby the printed name and title. A Dun & Bradstreet number may be obtained by accessing www.ccr.gov.
 - Complete Section B, beginning on page 2. This section contains the bid items (CLINs).
 - Complete all applicable parts of FAR clause 52.212-3 "Offeror Representations and Certifications", which appears in the 'Contract Clauses' Section.

Bidders must complete all fill-ins and send or deliver all return pages, to be received by the due date and time shown in block 8 of page 1 of the solicitation, to this address:

US ARMY CORPS OF ENGINEERS
STOCKTON LAKE PROJECT
ATTN: CINDY CLARK
16435 E STOCKTON LAKE DR
STOCKTON MO 65785

Important: Please mark the outside of your envelope "Contract Proposal".

5. Quoters must provide a telephone number at which they can be contacted for a period of not less than one week following the closing date of this solicitation: ***Quoter may be contacted at () ____ - _____.*** Quotes from persons who cannot be contacted by telephone over any two-day period during normal office hours (8:00 a.m. through 4:00 p.m., C.S.T.) within the one-week period following quote closing will be considered non-responsive, and will be removed from further consideration.

6. **A SITE VISIT IS STRONGLY ENCOURAGED TO ALLOW THE BIDDER TO ACCURATELY DETERMINE THE SCOPE OF WORK, INCLUDING MEASUREMENTS, DIMENSIONS, MATERIAL(S) REQUIRED, ETC.** Quoters who wish to request a site visit should contact the Project Office at (417) 276-3113 to schedule an appointment. The points of contact for scheduling a site visit are Cindy Clark and Butch Boban.



US Army Corps
of Engineers
Kansas City District
You Matter - We Care

SPECIFICATIONS

INSTALLATION OF PIPE PLUGS
INTO
TWO MINIMUM FLOW BY-
PASS LINES

STOCKTON POWER PLANT

Stockton, Missouri

July 2003

Section SF 1449 - CONTINUATION SHEET

ADDENDUM (from block 18b):

Please submit invoice(s) to: US ARMY CORPS OF ENGINEERS
 STOCKTON LAKE PROJECT OFFICE
 ATTN: CINDY CLARK
 16435 E STOCKTON LAKE DR
 STOCKTON MO 65785

Payment will be made via Electronic Funds Transfer (EFT) or via Government credit card. If EFT is used, Contractor shall complete the direct deposit form supplied by the Government. If credit card is used, upon completion of services card number information will be provided.

SECTION B

BID ITEMS

BID ITEM(S):

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DIVERS' SVCES TO INSTALL PLUGS IN LINES FFP Provide underwater divers' services to furnish all labor, equipment, and services to install pipe plugs into two (2) 24" minimum-flow by-pass lines at Stockton Power Plant, in accordance with the attached Scope of Work and other documentation. Wage rates apply and are attached herein. PR&C #W58XUW-3198-1158	1	Lump Sum		
				NET AMT	_____

CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT:

52.212-1 Instructions To Offerors--Commercial Items (Oct 2000)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.212-2 Evaluation--Commercial Items (Jan 1999)

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

FACTOR 1) Related Experience

FACTOR 2) Past Performance

FACTOR 3) Price

Factors 1 and 2 will weigh more heavily than Price in evaluating the Best Value to the Government.

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

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

(End of clause)

52.212-3 Offeror Representations And Certifications--Commercial Items (Jun 2003)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:- _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(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: _____.)

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). 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, and

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

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). 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; and

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(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 Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

() (i) The offeror will not supply any end product listed in paragraph (j)(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 (j)(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 (Feb 2002)

(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 may assign its rights to receive payment due as a result of performance of this contract 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). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(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 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)

52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders-- Commercial Items (Jun 2003) (Deviation)

(a) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

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

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

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

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

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

(End of clause)

52.217-8 Option To Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option To Extend The Term Of The Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 months.

(End of clause)

52.228-5 Insurance--Work On A Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 Availability Of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 Site Visit (Apr 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which

may be deducted from the contract price.

(End of clause)

252.204-7004 Required Central Contractor Registration (Nov 2001)

(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.ccr.gov>.

(End of clause)

252.212-7001 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders Applicable To Defense Acquisitions Of Commercial Items (Jun 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (___Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

___ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

___ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

NWK-00100-007 U.S. Army Corps Of Engineers Safety And Health Requirements Manual , Em 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)

SPECIFICATIONS

INSTALLATION OF PIPE PLUGS INTO TWO 24-INCH MINIMUM FLOW BY-PASS LINES

U.S. ARMY CORPS OF ENGINEERS STOCKTON POWER PLANT STOCKTON, MISSOURI

1. **SCOPE OF WORK:** The work to be performed consists of furnishing all labor, equipment, and services required to install pipe plugs into two 24-inch minimum flow by-pass lines at Stockton Power Plant. This work will be performed under water requiring the use of divers.
2. **LOCATION OF WORK:** The work will be performed at Stockton Power Plant located approximately one mile east of Stockton, Missouri. Information on Stockton Lake is available on the Internet at:

http://www.nwk.usace.army.mil/stockton/stockton_home.htm

The power plant's office address is:

Stockton Power Plant
U.S. Army Corps of Engineers
16435 E. Stockton Lake Dr.
Stockton, Missouri 65785-9416

Telephone: 417-276-3113/3196
FAX: 417-276-3065

Mr. Thomas P. Long is the Operations Manager of the Stockton Project and Mr. Butch Boban is the Power Project Manager at the power plant. Both individuals can be contacted using the telephone numbers listed above.

3. **RECORD DRAWINGS:** Enclosed is a set of Information Only Drawings to assist the Contractor in performing the required work.
4. **SUBMITTALS:** The Contractor shall provide submittals as required by the specifications. All submittals shall be submitted for approval by the Contracting Officer's authorized Representative (COR) a minimum of 20 days prior to commencement of work. The COR may request submittals in addition to those specified when deemed necessary to adequately describe work covered herein. All submittals shall be mailed to the following address for approval:

U.S. Army Corps of Engineers, Kansas City District
Attn: OD-TM (Pete Hentschel)
Federal Building, Room 713
601 East 12th Street
Kansas City, Missouri 64106-2896

5. **DESCRIPTION OF WORK:** The Contractor shall install a pneumatic or mechanical pipe plug into two 24-inch minimum flow by-pass pipes located approximately 10-12 feet downstream of the draft tube gate slots. The by-pass pipes are located at an elevation of 749.5 msl, which is approximately 14 feet below the water surface at a normal tailrace elevation of 763.5 msl. The low flow valves will be opened so water trapped upstream of the valves can equalize to the tailrace elevation before installing the plugs. Only one valve can be equalized at a time, therefore, divers will be needed onsite a minimum of two separate times to install a plug in each discharge pipe. If mechanical plugs are used, divers will be required to be onsite a third time to remove the plugs after Government personnel have completed maintenance work on the landside and riverside valves and piping. Divers shall install a plug in the landside by-pass pipe first so Government personnel can perform maintenance work on the landside low flow valve and piping. After maintenance work has been completed on the landside valve and piping, divers shall install a plug in the riverside by-pass pipe. Maintenance work on the landside and riverside valves and piping is expected to take approximately 4-6 weeks (approximately 2-3 weeks per side).
- a. **Pipe Plugs:** The Contractor shall furnish pipe plugs (mechanical or pneumatic), tether lines, pressure lines, gauges, pressure regulators, air bottles, and other equipment necessary to install and monitor the plugs. The plugs shall be able to withstand a backpressure of 30 feet of hydrostatic head (13 psig). Each discharge pipe shall be properly cleaned before installing plug to assure a proper seal is made. If pneumatic plugs are used, the plugs shall be inflated with a portable air tank or cylinder equipped with an output pressure regulator and pressure gauge. Pneumatic plugs shall be installed with appropriate poly-lift lines and inflation hoses so Government personnel can deflate and remove the plugs from the discharge pipe without the use of divers. The poly-lift tether lines and inflation hoses shall be routed over and tied off to the handrails located on the divider wall between the tailrace and the stilling basin. Necessary air bottles, regulators, gauges, etc. shall also be stationed on the divider wall so Government personnel can monitor air pressure in pipe plugs.
6. **WORK AREA AND COORDINATION:**
- a. **Site Access:** The Information Only Drawings provide information concerning the location of the site. A parking lot located along the tailrace training wall of the power plant may be used as the staging area. Parking lot access shall be limited to Government (Corps of Engineers) and Contractor personnel during the service period of the contract. The Government will provide signs and barricades limiting access to the parking lot. The Government shall be responsible for maintaining the signs and barricades throughout the contract period. The Government shall also provide an OSHA approved man basket and a mobile crane for lowering divers from the parking lot to the tailrace water surface (approximate elev. 763.5 msl).
- b. **Coordination:** Coordination with powerhouse personnel will be required to schedule all diving operations. The Contractor shall maintain close daily coordination with powerhouse personnel. A daily activity clearance shall be obtained from powerhouse control room personnel before work begins. The Contractor shall notify powerhouse personnel when daily work is completed. Electrical power for use by the divers is available from the powerhouse and shall be coordinated with the powerhouse personnel.
7. **DIVE REQUIREMENTS:** Diving requirements shall be in accordance with Appendix A.
8. **WATER RELEASES:**
- a. **Powerhouse Releases:** Releases through the powerhouse **shall not** occur during dive operations.
- b. **Spillway Releases:** Releases through the spillway may occur during dive operations.
9. **SCHEDULES:** The work specified in this contract shall be completed between 29 September 2003 and 14 November 2003. The Contractor will be required to be onsite a minimum of two different times during this period to install a pipe plug in each by-pass pipe. The actual dates divers will be needed onsite to perform work is dependent upon how soon Government personnel complete work on the low flow valves and piping. The Contractor will be notified by Government personnel 48 hours in advance prior to each time divers are

needed onsite to perform work. The Contracting Officer will notify the Contractor if a delay will occur. Work shall be performed between 6:00 am and 4:30 pm daily, Monday through Friday.

10. **PAYMENT:** Payment for the work specified in this contract including diving, plug installation, mobilization, and demobilization shall be paid by lump sum.

APPENDIX A

DIVING REQUIREMENTS

1. **General Requirements:** The subject diving contract work shall be accomplished with surface supplied air diving equipment. **NO SCUBA DIVERS.** Communication with the diver and stand-by diver shall be a 4-wire type system (2-way voice communication). This will permit the Dive Supervisor to communicate simultaneously with the divers and they with him. The Contractor shall establish that each diver is:
 - a. Medically fit to dive;
 - b. Adequately trained and has the required proficiency to perform the work required;
 - c. Provided with and adheres to prescribed safe operating procedures; and
 - d. Trained and required to use all equipment and/or tools necessary to safely perform the assigned tasks.
2. **Working Conditions:** Diving work will be performed at Stockton Power Plant, located approximately one mile east of Stockton, Missouri. Divers shall install pipe plugs in two 24-inch minimum flow by-pass lines. The by-pass lines are located at a centerline elevation of 749.5 msl approximately 10 feet downstream of the draft tube gate slots. Approximate bottom depth of the tailrace floor varies from 760.0 msl to 719.0 msl at the draft tube gate slot. The water surface elevation in the tailrace varies from 763.0 msl to 765.0 msl and the visibility could range from 0 feet to 3 feet. Therefore, the divers will be working at a depth of approximately 14-16 feet.
3. **Standards:** The latest revision of the following standards shall be used for all Contract diving operations. Where conflicting or duplicate regulations apply, the most stringent requirement shall govern.
 - a. U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, Section 30, "Contract Diving Operations"
 - b. U.S. Navy Diving Manual, Volume I
 - c. Occupational Safety and Health Standards (OSHA) 29 CFR 1910 (specifically Subpart T)
 - d. United States Coast Guard (USCG) Regulation 46 CFR 197 (Subpart B)
4. **Required Submittals:** The following submittals must be provided to the USACE Command Diving Coordinator (UDC) at the district level for review and approval a minimum of 20 days prior to commencement of diving operations:
 - a. Individual diver's and dive team support information:
 - (1) Copy of each diver's medical examination (performed within last 12 months), signed by a licensed physician.
 - (2) All dive team members (divers, tenders, chamber operators and dive supervisors) shall submit proof of having satisfactorily completed an authoritatively recognized first aid and CPR course and have been specifically trained in the administration of emergency oxygen.

- (3) Training history and general commercial diving and marine construction experience for each diver, including any union or industry rating or qualifications.

NOTE: All photocopies of required documents shall clearly indicate the renewal and/or expiration date.

- b. Safe Practices Manual.
 - c. Dive Plan Package which includes:
 - (1) Dive Plan;
 - (2) Emergency Management Plan; and
 - (3) Activity Hazardous Analysis.
 - d. Insurance certificates with appropriate coverage.
 - e. Air purity certificates for all air compressor systems expected to be used.
 - f. Dive logs or photocopies of logs upon completion of dive job.
5. **Medical Requirements:** The Contractor shall submit verification of satisfactory completion of medical fitness examinations for each dive team member who is, or is likely to be, exposed to hyperbaric pressure. Examinations shall be performed by a licensed physician prior to an initial hyperbaric exposure and repeated at not more than 12-month intervals. Each diver shall be re-examined after any injury requiring medical examination. Verification of satisfactory completion of medical examinations shall be provided to the UDC prior to commencement of diving operations.
6. **Safe Practices Manual:** The Contractor shall develop and maintain a Safe Practices Manual that encompasses the Contractor's entire dive program. The manual shall be available to all dive team members and Government representatives at the dive location. If the Contractor's Safe Practices Manual is on file with the UDC, a statement and date of the latest review and update of the manual shall be submitted and signed by the responsible individual of the manual. The Safe Practices Manual shall include, as a minimum, the following:
- a. Safety procedures and checklists;
 - b. Assignments and responsibilities of dive team members;
 - c. Equipment certification, procedures and checklists;
 - d. Emergency procedures for fire, equipment failure, adverse weather conditions, and medical illness or injury; and
 - e. Requirements for inspections.
7. **Dive Plan Package:** The Contractor shall develop a Dive Plan Package which includes a Dive Plan, Emergency Management Plan and Activity Hazard Analysis. This package shall be submitted to the UDC for review and approval prior to the commencement of diving operations. The package shall be at the diving location at all times and be made available to the Government representative upon request. The dive plan package will become part of the contract file.
- a. **Dive Plan.** A Dive Plan shall be developed and implemented by the Contractor for each separate diving operation. As a minimum, the plan shall contain the following:

- (1) Detailed description of the mission;
 - (2) Names and duties of dive team members, including diving supervisor;
 - (3) Date, time, and location of the dive operation;
 - (4) Diving mode to be utilized (i.e., SCUBA, surface supplied air, etc.) including a description of the backup air supply;
 - (5) Nature of work to be performed by the divers and requirements for inspections;
 - (6) Surface and underwater conditions, to include visibility, temperature, thermal protection, currents, etc.;
 - (7) Maximum depth and bottom time to include planned or possible decompression times. Altitude adjustments to dive tables shall be made for dives made at altitudes of 1000 ft (300 m) or more above sea level;
 - (8) Planned rotation of divers to maximize diver utilization and minimize exposure to health risks (barotrauma, hypothermia, etc.);
 - (9) Lockout/Tagout procedures including procedures for dealing with differential water pressures due to unequal water elevations;
 - (10) Equipment certification, procedures, and checklist and requirements for special tools and equipment; and
 - (11) The following statement: "If for any reason the dive plan is altered in mission, depth, personnel, or equipment, the USACE Command Diving Coordinator (UDC) at the district level shall be contacted and shall review any revision prior to actual operation."
- b. Emergency Management Plan: An Emergency Management Plan shall be developed by the Contractor which includes emergency information and procedures. As a minimum, the plan shall contain the following information:
- (1) Emergency Information: The Contractor will ensure the following information is available at the dive site:
 - (a) Location and phone number of nearest operational recompression chamber if not located at dive site;
 - (b) Location and phone number(s) of nearest hospital(s);
 - (c) Location and phone number of nearest U.S. Coast Guard Rescue Coordination Center;
 - (d) Description of an emergency victim transport plan including phone numbers of appropriate ambulance services; and
 - (e) Procedures and phone numbers or other lines of communications to activate emergency services at the facility where the work is being performed.
 - (2) Procedure to deal with entrapped or fouled diver.
 - (3) Actions upon loss of vital support equipment.

- (4) Actions upon loss of gas supply.
 - (5) Actions upon loss of communication.
 - (6) Lost diver plan.
 - (7) Injured diver plan.
 - (8) Actions upon discovery of fire.
- c. **Activity Hazard Analysis:** An Activity Hazard Analysis (AHA) shall be developed by the Contractor which identifies hazards and solutions related to the work being performed. The AHA shall identify the successive steps or phases of work, potential hazards associated with each step, and procedures to eliminate or reduce the hazard to acceptable levels.
8. **Insurance Requirements:** The Contractor shall be required to furnish certificates of the following insurance minimums:
- a. Workman's Compensation and Employer's Liability Insurance as legally required by the State wherein the work is being performed.
 - b. Comprehensive, bodily injury, and property damage liability; minimum limits of \$1,000,000 for injury to or death of any person, and \$1,000,000 for each accident or occurrence for bodily injury liability; and \$100,000 for each accident or occurrence for property damage liability.
 - c. Automobile bodily injury and property damage liability; minimum limits of \$1,000,000 for injury to or death of any one person and \$1,000,000 for each accident or occurrence for bodily injury liability; and \$100,000 for each accident or occurrence for property damage liability.
9. **Pre-Dive Conference:** Prior to any dive, and at the scene of the dive, a Pre-Dive Conference shall be held with all members of the dive team and a representative of the Contractor with sufficient authority to implement any requirements made by the USACE diving inspector or coordinator. Prior to any diving mission, the entire dive team will be briefed in detail on the following (as a minimum):
- a. Description of mission and location, including drawings and/or photographs pertinent to the mission, and equipment and materials that are to be installed as part of the mission;
 - b. Description of diving apparatus/equipment and craft to be used;
 - c. Maximum working depth with estimated bottom times and water temperatures;
 - d. Names and duties of personnel on the team (when possible, incorporate at least one person on the dive team that has previously performed the same mission);
 - e. Discussion of Activity Hazard Analysis; and
 - f. Emergency procedures (Emergency Management Plan).
10. **Alteration of Mission:** If for any reason the dive mission is altered, the UDC shall be contacted and a revised dive plan package will be established, reviewed, and accepted by the UDC prior to continuing dive operations.
11. **Dive Logs:**

- a. For each diver and dive, the following dive log information, as a minimum, shall be recorded and maintained at the dive location:
 - (1) Full name;
 - (2) Date and location of dive;
 - (3) Maximum depth and bottom time;
 - (4) Surface interval between dives;
 - (5) Breathing medium and type of equipment used;
 - (6) Group classification at beginning and end of each interval;
 - (7) Water and ambient air temperature;
 - (8) Depth(s) and duration(s) of any decompression stops; and
 - (9) Date and time of last previous dive.
- b. Copies of the dive logs shall be submitted to the UDC upon completion of the dive operation.

12. Decompression Sickness/Pulmonary Barotrauma Symptoms: For each dive in which decompression sickness and/or pulmonary barotrauma is suspected or symptoms are evident, the following information shall be recorded and maintained:

- a. Description of signs and symptoms (including depth and time of onset);
- b. Description and results of treatment; and
- c. Name, address, and phone number of attending physician.

13. Surface Supplied Air Operations:

- a. Surface supplied air operations shall not be conducted at depths greater than 190 ft (58 m), except that dives with bottom times of 30 minutes or less may be conducted to a depth of 220 ft (67 m). Exceptional exposure dives, as defined by the U.S. Navy Diving Manual, shall not be conducted except in emergency lifesaving situations.
- b. Dual lock, multi-place, recompression chambers shall be available and ready for use at the dive location for any dive outside the no-decompression limits or deeper than 100 ft (30 m). A diving physician or a trained chamber operator in direct communication with a diving physician, shall be in attendance with the chamber.
- c. A bell shall be used for dives with an in-water decompression time greater than 120 minutes, unless heavy gear is worn or diving is conducted in physically confining spaces.
- d. Each surface supplied air diving team will be manned in accordance with the criteria established in Paragraph 15.
- e. Minimum specific operational requirements for surface supplied air diving operations are as follows:
 - (1) Each diver shall be continuously tended while in the water, with one diver per tender, regardless of depth.

- (2) An underwater tender/diver shall be stationed at the underwater point of entry when diving is conducted in enclosed or physically confining spaces.
- (3) Each diving operation shall have a primary breathing air supply sufficient to support divers for the duration of the planned dive, including decompression.
- (4) A surface supplied standby diver will be dressed out and readily available while a diver is in the water (the standby diver may remove his or her head gear after it is tested for proper operation).
- (5) Except where heavy gear is worn, each diver must have a reserve breathing supply available which can be turned on immediately by the diver in the event of loss of air.
- (6) Each dive location shall have a reserve breathing air supply in-line capable of supporting the dive operation.
- (7) For dives deeper than 100 ft (30 m) or outside the no-decompression limits and using heavy gear, an extra air hose supplying breathing air to the diver shall be available to the standby diver. An in-water support stage shall be provided to divers in the water when using heavy gear, regardless of depth.
- (8) Electronic communications systems shall be incorporated in all surface supplied air diving operations. All dives shall be terminated if voice communications are lost.

14. Equipment Requirements:

- a. Equipment modifications, repairs, tests, calibrations, or maintenance shall be recorded by means of a tagging or logging system, and include the date and nature of work performed and the name of the individual performing the work.
 - b. Air compressor systems used to supply air to surface supplied air divers shall be equipped with a volume tank with a check valve on the inlet side, a pressure gauge, a relief valve, and a drain valve.
 - c. Compressors shall be of sufficient capacity to overcome any line loss or other losses and deliver a minimum 4.5 cfm (actual) to each diver at the maximum diving depth. Compressor systems shall also meet the requirements specified in Section 20 of the Corps of Engineers' Safety and Health Requirements Manual, EM 385-1-1.
 - d. Air compressors intakes shall be located away from areas containing exhaust or other contaminants.
 - e. Air compressor systems, both high pressure (SCUBA) and low pressure (surface supplied) will be tested for air purity on a six month basis by means of sampling at the connection to the distribution system. Purchased air will also be tested and certified.
- (1) Proof of air certification shall be provided to the UDC prior to commencement of operations. Proof of air certification may be verified by submittal of the Contractor's air testing log book (or similar verification) or by submittal of private laboratory tests results. Contractors may self-test Contractor-owned air compressors.
 - (2) Air purity standards are as follows:
 - (a) Air shall not contain a level of carbon monoxide greater than 20 parts per million (ppm);
 - (b) Air shall not contain a level of carbon dioxide greater than 1,000 ppm;
 - (c) Air shall not contain a level of oil mist greater than 5 milligrams per cubic meter;

- (d) Air shall not contain a level of hydrocarbons other than methane greater than 25 ppm; and
 - (e) Air shall not contain a noxious or pronounced odor.
- f. Breathing air supply hoses:
- (1) Breathing air supply hoses shall meet the specifications listed in SAE 100-R3, have a working pressure at least equal to the working pressure of the total breathing gas system, and have a rated bursting pressure at least four times the working pressure.
 - (2) Breathing air supply hoses shall have connectors made of corrosion resistant materials and have a working pressure at least equal to the working pressure of the hose to which they are attached. Connectors must not be able to become accidentally disengaged.
 - (3) Umbilicals shall be marked in 10 ft (3 m) increments to 100 ft (30 m) (beginning at the divers end) and in 50 ft (15 m) increments thereafter.
 - (4) Umbilicals shall have a nominal breaking strength of 2650 lb (1200 kg) and shall be made of kink resistant materials.
 - (5) A safety line of at least 3/8 in (1 cm) synthetic material shall be included as an integral part of each umbilical.
 - (6) Hoses must be tested at least annually to 1.5 times the working pressure.
 - (7) When hoses are not in use, their open ends must be closed by taping or other means.
- g. Surface supplied air and mixed gas helmets and masks shall have a non-return valve at the attachment between the helmet/mask and hose which will close readily and also have an exhaust valve. Helmets and masks shall have a minimum ventilation rate capacity of 4.5 CFM (2.1 L/s) (actual) at the depth at which they are operated.
- h. Weights and harnesses:
- (1) Unless heavy gear is worn, divers shall be equipped with a weight belt or assembly with quick release mechanism.
 - (2) Unless heavy gear is worn, each diver shall wear a safety harness with a positive buckling device, attachment point safety line, and a lifting point to distribute the pull force of the line over the diver's body while maintaining the body in a heads-up vertical position when unconscious or inert.
- i. The following emergency and first aid equipment shall be located at all dive sites:
- (1) A first aid kit meeting the requirements of Section 3 of EM 385-1-1;
 - (2) An oxygen resuscitation system capable of delivering oxygen for a minimum of 30 minutes; and
 - (3) Stokes litter or backboard, with attached floatation device.
- j. An appropriate dive flag will be displayed at the dive location during diving operations.
- k. Hand-held power tools shall be tested and certified to be safe for underwater use. The tools shall be de-energized before being placed into or retrieved from the water and shall not be supplied power until requested by the diver.

15. Minimum Dive Team Manning Levels Using Surface Supplied Air:

When depth of dive is 100 ft (30 m) or less and surface supplied air is being used as the diving mode, the minimum dive team will be composed as follows:

DIVING SUPERVISOR	1
DIVER IN WATER	1
STANDBY DIVER **	1
TENDER*	<u>1</u>
TOTAL TEAM MEMBERS	4

* For each additional diver in the water, one tender will be added to the team.

** The standby diver will be rested and capable of performing emergency rescue assistance. The standby diver shall be sufficiently free of residual nitrogen to allow for 25 minutes of bottom time at the working depth without exceeding "No Decompression Limits."

NOTE: In surface supplied air operations, the diving supervisor **shall not** function as a standby diver or tender.

<p style="text-align: center;">ATTACHMENT #1 STATEMENT OF EXPERIENCE</p>
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This form must be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete background and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

Experience No. 1

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of work: _____

Experience No. 2

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of work: _____

Experience No. 3

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of work: _____

Experience No. 4

Contract/work type: _____

Agency/firm for whom work was performed: _____

Contact person at the site: _____ Telephone #: _____

Month/Year work began: _____ Month/Year work ended: _____

Brief description of work: _____

ATTACHMENT #2

**PAST PERFORMANCE QUESTIONNAIRE
AND
COVER LETTER**

COVER LETTER

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
STOCKTON LAKE PROJECT AND POWER PLANT OFFICE
16435 EAST STOCKTON LAKE DRIVE
STOCKTON MISSOURI 65785

TO: _____ (name & address of reference, to be completed by quoter)

RE: Past Performance Questionnaire
Solicitation for Underwater Divers Services

The U.S. Army Corps of Engineers is soliciting for underwater divers' services to install pipe plugs into two minimum flow by-pass lines at the Stockton Power Plant. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. **At no time during the evaluation process or after award will your comments be revealed to the offeror.**

Please complete and submit the questionnaire within three (3) days of receipt fax to:

Fax #(417) 276-3510, to attention of Cindy Clark

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (417) 276-3113.

Sincerely,

Cynthia A. Clark
Civil Engineering Technician
Stockton Lake Project Office
Stockton, Missouri

Enc (1)

PAST PERFORMANCE QUESTIONNAIRE

**SOLICITATION FOR
UNDERWATER DIVERS SERVICES**

**STOCKTON POWER PLANT
STOCKTON LAKE, MISSOURI**

SECTION 1: (quoter’s name and information, to be completed by quoter)

CONTRACTOR/COMPANY NAME: _____

CONTRACT NUMBER(S): _____

(complete only if a Government Contract)

LOCATION: _____

VALUE: _____ DATES: _____

SECTION 2: (To be completed by Reference)

A. Quality of Services:

How would you rate the **quality** of the contractor’s performance?

- ___ Excellent
- ___ Very Good
- ___ Satisfactory
- ___ Marginal
- ___ Unsatisfactory

Comments:

B. Timeliness of Performance:

Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

- ___ Yes
- ___ No

Comments:

C. Customer Satisfaction:

How would you rate **your satisfaction with the service/product(s)** provided by this contractor?

- Extremely Satisfied
- Satisfied
- Partially Satisfied
- Dissatisfied
- Extremely Dissatisfied

Comments:

How would you rate **your satisfaction with this contractor?**

- Extremely Satisfied
- Satisfied
- Partially Satisfied
- Dissatisfied
- Extremely Dissatisfied

Comments:

Would you hire this contractor again?

- Yes
- No

Comments:

COMPANY NAME: _____

ADDRESS: _____

YOUR NAME: _____

TELEPHONE: _____

E-MAIL: _____

WAGE RATES

**Service wage rates apply to this procurement
and follow this page**

(not available in electronic format – hard copy will be mailed upon request)

TECHNICAL DRAWINGS

(Drawings are not available in electronic format – hard copy will be mailed upon request)