

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3198-1155		PAGE 1 OF 42		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW41-03-T-0050		6. SOLICITATION ISSUE DATE 15-Aug-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 01 Sep 2003	
9. ISSUED BY USAED, KANSAS CITY STOCKTON POWER PLANT 16435 E STOCKTON LA STOCKTON MO 65785-9416  TEL: (417) 276-3196 FAX: (417) 276-3065		CODE W58XUW	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7353 SIZE STANDARD: \$17.0 million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO USAED, KANSAS CITY STOCKTON POWER PLANT 16435 E STOCKTON LA STOCKTON MO 65785-9416 TEL: (417) 276-3196 FAX: (417) 276-3065		CODE W58XUW	16. ADMINISTERED BY					CODE
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	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
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 <input checked="" type="checkbox"/> 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 PARTIAL 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	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)			42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## **INSTRUCTIONS: NOTICE TO BIDDERS**

### **INSTALLATION/REMOVAL OF THE INTAKE BULKHEADS**

#### **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](http://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](http://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/REMOVAL  
OF THE  
INTAKE BULKHEADS**

**STOCKTON POWER PLANT**

**Stockton, Missouri**

**July 2003**

**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
		1	Lump Sum		
0001	<p>SERVICES TO INSTALL/REMOVE BULKHEADSFFP                      Provide mobile crane services and all labor, equipment, and materials to install and remove Government-furnished bulkheads in the riverside and landside intake bulkhead gate slots at Stockton Power Plant, Stockton, MO, in accordance with the attached Scope of Work and other documentation. Wage rates apply and are attached herein.                      Period of service: 29 September thru 14 November 2003.                      PR&amp;C #W58XUW-3198-1155.</p>				

NET AMT \_\_\_\_\_

**SPECIFICATIONS FOR THE  
INSTALLATION/REMOVAL OF INTAKE BULKHEADS  
U.S. ARMY CORPS OF ENGINEERS  
STOCKTON POWER PLANT  
STOCKTON, MISSOURI**

**1. SCOPE OF WORK:**

This specification requires the Contractor to provide all equipment, materials, and labor necessary to install/remove Government-furnished (GF) bulkheads in the riverside and landside intake bulkhead gate slots at the Stockton Power Plant, Stockton, Missouri.

**2. LOCATION OF WORK:**

The work supplied under this contract 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](http://www.nwk.usace.army.mil/stockton/stockton_home.htm)

The power plant's 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. QUALITY CONTROL:**

The Contractor is responsible for quality control. Workmanship shall be of the highest in accordance with the best modern practices to conform to the specification for the service, materials and products being supplied. The Contractor and any subcontractors shall have a minimum of 10 years experience with the operation of large (>50 tons) mobile cranes and equipment similar in nature outlined in this specification.

**4. APPROVED EQUAL:**

The Government will consider other products than those specified herein. Should the Contractor wish to provide components other than those specified herein, the Contractor must submit complete manufacturer's engineering data, technical information, drawings, catalogue cuts, etc. for all components (See Paragraph 8, "SUBMITTALS"). The decision to approve or disapprove a component will be based on the information submitted. The Government will determine if products submitted by the Contractor, as an "equal" will meet the contract specifications.

**5. PROJECT SITE CONDITIONS:**

It is strongly recommended that the Contractor visit the site to thoroughly familiarize himself with all details of the work. The Contractor shall be specifically responsible for the coordination and proper relation of his work to the structure and work of all trades.

**6. VERIFICATION OF DIMENSIONS:**

The Contractor shall become familiar with details of the work, verify dimensions in the field, and shall advise the Contracting Officer's authorized representative of any discrepancy before performing the work.

**7. RECORD DRAWINGS:**

Enclosed is a set of Information Only Drawings to assist the Contractor in performing the required work.

**8. SUBMITTALS:**

8.1 Submittal Classification: Submittals are classified as follows:

8.1.1 Government Approved: Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

8.1.2 Information Only: All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

8.2 Approved Submittals: The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After the submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

8.3 Disapproved Submittals: The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

8.4 Withholding of Payment: Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

8.5 Execution:

8.5.1 General: The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each

item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

8.5.2 Submittal Register (ENG Form 4288): At the end of this specification is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall complete and submit the forms to the Contracting Officer for approval within ten (14) calendar days after Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

8.5.3 Scheduling: Submittals covering component items forming a system or items that are interrelated shall be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of ten (14) calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

8.5.4 Transmittal Form (ENG Form 4025): The sample transmittal form (ENG Form 4025) attached to this specification shall be used for submitting both Government approved and information only submittals. This form will be furnished to the Contractor. ENG Form 4025 shall identify each item submitted by completing Section I. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

8.5.5 Submittal Procedure: Submittals shall be made as follows:

8.5.5.1 Procedures: The Contractor shall submit for approval four (4) copies of all submittals. Submittals shall be forwarded to the Government in a timely fashion so that all equipment, appurtenances, and work start on September 29, 2003. All submittals shall be forwarded to the Operations Division, Maintenance Engineering Section, addressed as follows:

US 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

8.5.5.2 Deviations: For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

8.5.6 Control of Submittals: The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

8.5.7 Government Approved Submittals: Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Contractor.

8.5.8 Information Only Submittals: Normally submittals for information only will not be returned. Approval by the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

8.5.9 Stamps: Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<b>CONTRACTOR (Firm Name)</b>
_____ <b>Approved</b>
_____ <b>Approved with corrections as noted on submittal data and/or attached sheet(s).</b>
<b>SIGNATURE:</b> _____
<b>TITLE:</b> _____
<b>DATE:</b> _____

8.6 Required Submittals: Government approval is required for submittals with a "GA" designation; submittals having and "FIO" designation are for information only. The following shall be submitted in accordance with the procedures outlined in this section:

- a. Work Plan
- b. Crane Certification

## c. Crane Operator Qualifications

**9. STANDARDS:**

The latest revision of the following standards shall be used when installing and/or removing intake bulkheads. The most stringent shall apply:

- a. U.S. Army, Corps of Engineers, Safety and Health Requirements Manual, EM-385-1-1, Current Edition (Specifically sections 16A-16E)
- b. ASME/ANSI B30.5, Mobile and Locomotive Cranes

**10. DESCRIPTION OF WORK:**

The Contractor is responsible for installing/removing GF intake bulkheads in the landside and riverside bulkhead gate slots so Government personnel can replace two low flow valves and associated piping located inside the power plant. The Contractor is required to provide equipment (crane, lowboy trailer, timber cribbing, etc.) and personnel (operators, riggers, etc.) necessary to install/remove the bulkheads. Three intake bulkheads are required to close off one water passage at a time. The bulkheads are stored in the dogged position with one in each of the three bulkhead gate slots just below the intake deck, elevation 911.0 (See drawings OPN-0-13-0104 and OPN-0-13-0105). The bulkheads shall be removed from the gate slots for Government inspection and shall then be placed in the landside gate slot one at a time. The Government shall provide a lifting beam designed to lift the bulkheads. After maintenance work has been completed on the landside low flow valve and piping, the bulkheads shall be removed from the landside gate slot and placed into the riverside slot. After completing maintenance work on the riverside valve and piping, each bulkhead shall be removed from the riverside gate slot and dogged off in their original storage positions.

10.1 Crane: The Contractor shall supply a mobile crane meeting the requirements specified herein. The crane shall have a minimum safe lifting capacity of 35 tons at the working radius when lifting each bulkhead. The crane selected for use by the Contractor shall have sufficient capacity to lift a bulkhead section with the lifting beam at the Contractor's anticipated working radii in accordance with all safety requirements. The working radius shall be determined by the Contractor based on the crane he intends to use and the drawings and information provided by the Government. The crane shall have enough cable to lower the bulkheads from the intake deck (elev. 911.0) to the bottom of the bulkhead gate slot (approx. elev. 765.0). The crane shall only be operated by qualified operators who have been appropriately trained and passed a written or oral examination. Crane certification papers shall be submitted for review and approval and be kept onsite with the crane at all times. The crane **shall not** be positioned on the bridge deck over the tainter gates when lifting the bulkheads. The crane shall be positioned over the powerhouse superstructure and timber cribbing, supplied by the Contractor, shall be used under the crane outriggers at all times. The outriggers **shall not** be positioned over any gratings and/or hatch covers on the intake deck. The Contractor shall contain and/or cleanup any oil leakage associated with the crane.

10.2 Work Plan: The Contractor shall submit, for approval, a Work Plan which includes proposed handling procedures for the intake bulkheads. Prior to beginning work, the plan shall be submitted for approval by the Contracting Officer's authorized representative (COR). The handling procedure shall include a written description of how the bulkheads will be installed/removed from each gate slot, complete detail crane capacity information with manufacturer loads, weights, and dimensions of the specific crane and accessories to be used, detail drawings showing crane placement, proof of operator(s) qualifications in writing, crane certifications, and other documentation as necessary to determine both the adequacy of the crane selected and the loading

on the intake deck. No handling of the bulkheads shall commence until the COR has approved the Work Plan.

- 10.3 Lifting Beams: The Government will provide a lifting beam (See drawings OPN-0-13-1060.00 and OPN-0-13-1061.00) to lift the bulkheads and will have the beam located on the intake deck ready for use. The lifting beam weighs approximately 3,860 lbs. The Contracting Officer or his authorized representative will instruct the Contractor in the use of the lifting beam and will be present during all operations using the lifting beam.
- 10.4 Intake Bulkheads: The bulkheads are stored in three gate slots just below the powerhouse intake deck. The bulkheads shall be lifted by the lifting lugs using the GF lifting beam. When moving the bulkheads from the gate slots to the intake deck, each bulkhead shall be provided with adequate protection pads, supports, and blocking to prevent distortion or damage to the bulkheads and/or intake deck. Each bulkhead weighs approximately 35,000 lbs.
- 10.5 Handling of Bulkheads During Installation/Removal: The Contractor shall place each bulkhead on the intake deck, one at a time, for inspection by the Government. GF guardrails shall be placed around the bulkhead gate slots whenever the metal gratings are removed for access to the bulkheads. The gratings shall be placed back over each gate slot after removing/installing bulkheads. The Contractor shall allow 1 hour for the inspection of each bulkhead. The bulkheads shall be placed in the landside gate slot after being inspected. The three bulkheads are of identical construction (see drawing OPN-0-13-1050.00) and may be placed in the gate slots in any order. When moving the intake bulkheads between gate slots, the bulkheads shall be kept in an upright position at all times. A lowboy trailer of sufficient length and capacity shall be used to move the bulkhead sections between gate slots. Under **no circumstances** will the crane be allowed to move between gate slots with a bulkhead section attached to the hoist line. The bulkhead sections shall be securely placed in an upright position on the trailer with adequate protective pads, supports, and blocking to prevent distortion and/or damage to the seals or painted surfaces. The bulkheads shall be placed in the landside gate slot using the lifting beam under direct supervision of the Contracting Officer or his authorized representative. Extreme care shall be exercised in all operations of raising and lowering the bulkheads, to protect the bulkheads and lifting beam from damage. If at any point the bulkheads or lifting beam are observed to bind in the slot, operations shall be halted immediately. Further attempts to raise or lower the bulkheads **shall not** be made until the Contractor and the Government agrees upon a plan of action to correct the problem. Once the bulkheads have been installed, the Government will raise the landside intake gate to assure the bulkheads make a satisfactory seal. If a satisfactory seal is not made, the Contractor may have to remove and reinstall the each bulkhead section into the gate slot to see if a better seal can be achieved. Repair work on the landside low flow valve is expected to take approximately 2-3 weeks. After the Government has completed work on the landside low-flow valve and piping, the Contractor shall remove the bulkhead sections from the landside gate slot and install them into the riverside gate slot. Repair work on the riverside valve is also expected to take approximately 2-3 weeks.
- 10.6 Returning Bulkheads to Storage: Upon completion of work on the riverside low flow valve and piping, the Contractor shall remove the bulkhead sections from the riverside gate slot and return them to their individual gate slots for storage (one per slot) on the dogging devices. To minimize impact on the dogging devices, the stoplogs shall be lowered onto the dogging devices as slowly as the crane controls will allow. The Contractor shall reinstall all gratings and remove the guardrails once each bulkhead section has been dogged off in the gate slot.

- 10.7 Damage to Government Equipment: Any damage caused by Contractor negligence to Government equipment will be considered the responsibility of the Contractor, and shall be repaired or replaced without cost to the Government as directed by the Contracting Officer.

**11. WORK AREA AND COORDINATION:**

- 11.1 Site Access: The Information-Only drawings provide information concerning the location of the site. The Government will close the roadway over the dam, set barricades, and provide flashing lights. The Government will be responsible for monitoring the barricades and replacing the lights and batteries, as necessary.
- 11.2 Coordination: Coordination with powerhouse personnel will be required to schedule all crane operations. The Contractor shall maintain close daily coordination with powerhouse personnel. A daily activity clearance shall be obtained from powerhouse personnel before work begins. The Contractor shall report to the power plant office for a pre-work conference prior to starting crane operations each day. The Contractor shall notify powerhouse personnel when daily work is completed.

**12. WATER RELEASES:**

- 12.1 Powerhouse Releases: There shall be no releases through the powerhouse during the installation and/or removal of the bulkheads.

12.2 Spillway Releases: Releases through the tainter gates may occur at any time. The work required within this specification may be performed during spillway releases.

**13. 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 three different times during this period to install/remove the intake bulkheads. Estimated time frames for the Contractor to be onsite are listed as follows:

<u>Work Performed</u>	<u>Estimated Number of Days</u>
Initial inspection and placement of bulkheads in landside gate slot.	1 Day
Removal/Installation of bulkheads from landside gate slot to the riverside gate slot.	1 Day
Removal of bulkheads from riverside gate slot and returning bulkheads to gate slots for storage.	1 Day

**NOTE:** The actual dates for the above work are dependent upon delivery of valves and related equipment and how soon Government personnel complete work on the low flow valves and piping.

The Contractor will be notified by the Contracting Officer 48 hours prior to each time equipment (crane, lowboy trailer, timber cribbing, etc.) and personnel (operators, riggers, etc.) 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 Thursday.

**14. SAFETY:**

Operation of the crane and other equipment, and performance of the work in general, shall comply with the provisions of the U. S. Army Corps of Engineers Safety and Health Regulations Manual, Current Edition.

## 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](mailto: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)

<p style="text-align: center;"><b>ATTACHMENT #1</b> <b>STATEMENT OF EXPERIENCE</b></p>
--

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 Mobile Crane Services

The U.S. Army Corps of Engineers is soliciting for mobile crane services to install/remove the intake bulkheads 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  
INSTALLATION/REMOVAL OF INTAKE BULKHEADS  
(MOBILE CRANE 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)**

## **SUBMITTAL REGISTER**

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