

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 32
2. CONTRACT NO. W912P8-06-D-0020		3. SOLICITATION NO. W912P8-06-R-0004		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12 Oct 2005	
6. REQUISITION/PURCHASE NO. W42HEM-5302-1792		7. ISSUED BY USACE, CONTRACTING DIVISION P. O. BOX 60267 NEW ORLEANS LA 70160-0267		8. ADDRESS OFFER TO USACE, CONTRACTING RFO 1ST FLOOR 1900 NORTH LOBDELL BLVD BATON ROUGE LA 70806		9. (If other than Item 7) CODE W912P8	
TEL: FAX:		TEL: FAX:		TEL: FAX:		TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>1900 N. Lobdell, Baton Rouge</u> until <u>03:00 PM</u> local time <u>21 Oct 2005</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LOUISIA G. TAYLOR		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 901-544-3616		C. E-MAIL ADDRESS Diane.G.Taylor@mvm02.usace.army.mil	
11. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION			PAGE(S)	(X) SEC.	DESCRIPTION	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		4 - 9	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		10	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		11			
X	G	CONTRACT ADMINISTRATION DATA		12	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		13 - 14	M	EVALUATION FACTORS FOR AWARD	
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	1RAY4	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
JARRETT BILLY CONSTRUCTION CO., INC. JOEL GRISWOLD, JR. 2249 WL DICKSON DR MONTGOMERY AL 36109-9261						JOEL GRISWOLD, JR. / VICE PRESIDENT/SECRETARY	
15B. TELEPHONE NO (Include area code) (334) 270-0046		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$20,000,000.00 EST		21. ACCOUNTING AND APPROPRIATION See Schedule		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE		
See Item 7					USACE FINANCE CENTER 5722 INTREGITY DRIVE MILLINGTON TN 38054-5005		
26. NAME OF CONTRACTING OFFICER (Type or print) JEAN F TODD TEL: 901-544-3117 EMAIL: Jean.F.Todd@mvm02.usace.army.mil					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 02-Nov-2005
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

Section C - Descriptions and Specifications

SCOPE OF WORK**TEMPORARY MODULAR BUILDING UNITS**

Scope of Work

I. General:

1. This requirement is for the procurement or lease of temporary modular building units (herein referred to as portable buildings) and includes site preparation and installation, making site improvements, installing all utilities including utility connections to sanitary sewer, water and electricity. Units may consist of, but not limited to, portable housing units, classrooms, office units, manufactured homes or travel trailers. Provide all equipment, labor, materials, supplies and incidentals necessary to complete the installation and preparation of the portable buildings. Site work may include, but is not limited to, clearing and grubbing, grading, compaction, sanitary sewer inspection, crushed stone placement, roadways, parking facilities, perimeter/ security lighting, perimeter/security fencing and construction debris disposal. The contractor shall install means of egress and ingress for each of the buildings that are compliant with Americans with Disabilities Act requirements. The contractor shall comply with Federal, State, and Local building codes, including the National Fire Protection Code. The contractor shall be responsible for installing the facilities in accordance with the manufacturer's recommendations and shall secure the facilities to the ground to protect against storm damage. Contractor may be responsible for constructing interior walls, partitions, curtains, or other physical barriers. Contractor may need to add or relocate lighting fixtures in the facility. Contractor shall provide submittals as required per individual task order regarding such items as site work, foundation work, safety requirements, schedule of work, critical procurement items, material quantities, piping layout, and electrical distribution. The Contractor, as defined in task order, will transport Portable Buildings, place the portable buildings according to a general layout plan, construct and connect the portable buildings. The contractor shall adhere to those requirements that apply to the specific site as defined in task orders.

2. Due to uncertain electrical, water and/or sewer abilities of areas that have been impacted, the Contractor may be required to provide temporary solutions or connect to existing electrical, water and/or sanitary sewer. The Contractor shall have the ability to connect to the local sanitary sewer system. Sewage connections may be from a public or private utility or the contractor may be required to provide sewage holding tank(s), on-site sewage treatment and disposal system(s), or other approved method. The Contractor shall have the ability to clean out sanitary sewer if any blockages are present. The Contractor shall have the ability to provide potable water and/or connect to the local water supply. Potable water connections may be from a public or private water utility. If public or private water utility service is not available, the contractor may be required to provide potable water. Limited excavation may be required to facilitate connections to the local water and sanitary sewer. The Contractor shall have the ability to connect to local electrical services or connect to generator for electrical services. Electrical service may be from the local electric utility or the contractor may be required to have connections for generator(s). Each facility shall be electrically grounded in accordance with the National Electrical Code. The Contractor shall obtain and pay for all required permits for installation and local inspection, including water and sewer connecting fees, as required by state/local authority having jurisdiction.

3. All work performed in accordance with this scope of work shall be in accordance with all applicable Federal, State and local codes and regulations.

4. Supervision: The Contractor shall provide adequate supervision and quality control to assure the accuracy, quality, completeness, and progress of the work.

5. Site Set-up: Specific site set-up will be defined in each task order. The Contractor shall coordinate with the local Fire Department and Emergency Medical Services to ensure adequate access to all portable buildings units in the event of an emergency. Site layout shall be field adjusted to accommodate emergency vehicles. The Contractor shall have the ability to furnish Security fencing and gates as defined in task orders.

TEMPORARY MODULAR BUILDING UNITS

Scope of Work

6. Removal of Debris: The contractor shall properly remove and dispose of construction debris at an off site location.
7. Safety: The Contractor shall provide and maintain within the construction area field-type sanitary facilities in accordance with EM 385-1-1.
8. Management Plan: The Contractor shall develop and provide a written generic management plan to include Quality Control with the Proposal. The Contractor, as defined in each task order, shall submit a site specific management plan, including Quality Control and warranties. The management plan shall include information on all emergency and regular operation of equipment supplied. Contact names, numbers and locations of installation contractors, sub-contractors and warranty providers shall be included in the management plan. Contractor and/or vendor shall provide a warranty for all labor, materials, and equipment for a period of one year after final acceptance of units in contract.
9. As-Builts: A general As-Built sketch, including all utility hookups, will be turned over to the Corps of Engineers, upon completion of the installation.

II. Temporary Utility Connections:

1. Excavation

- a. Unless otherwise defined in task order, trench excavation shall be by open cut, except that short sections may be jacked or bored if the utility can be safely and properly installed and ground loss can be properly controlled. All excavation shall be constructed in accordance with the Safety and Health Requirements Manual (EM 385-1-1) and/or OSHA Standards. Allowable trench widths, depths, side slopes, sheet and bracing requirements, and other considerations are given in the OSHA Standard; and the Safety and Health Requirements Manual. All excavation work performed shall be in accordance with all applicable Federal, State and local codes and regulations.
- b. Burial Depth: All burial depth of water lines, sanitary sewer, cables and conduits shall be in accordance with all applicable Federal, State and local codes and regulations.
- c. Backfilling and Compaction: For trenches in road and/or parking lot subgrades, common backfill above the bedding shall be placed in 12" lifts and compacted with special purpose compaction equipment. Compaction equipment shall be selected to avoid damage to the pipe.
- d. Pipe bedding: Bedding material shall consist of sand fill. Pipe Bedding shall contain not more than 20 percent by weight passing the No. 200 sieve. The maximum allowable aggregate size shall be 1-1/2 inches.

2. Water Distribution System

- a. Piping, Valves and Boxes: All service, supply, distribution, potable water lines, gate valves, and valve boxes shall be in accordance with all applicable Federal, State and local codes and regulations. All service lines shall include a curb stop (shutoff) valve.
- b. Pipe Materials: All pipes shall have Cathodic protection for all materials subject to corrosion. Cathodic protection shall comply with the provisions of the National Association of Corrosion Engineers (NACE) criteria and

standards. All pipe material shall be in accordance with all applicable Federal, State and local codes and regulations.

TEMPORARY MODULAR BUILDING UNITS

Scope of Work

c. Leakage Test: The water line shall be tested by the Contractor after the pipe is laid, the joints completed and the trench partially backfilled. Leakage testing procedures shall be in accordance with all applicable Federal, State and local codes and regulations. Should any test of pipe disclose leakage greater allowable limits as defined in Federal, State and local codes, the defective joints shall be located and repaired until the leakage is within the specified allowance, without additional cost to the Government.

d. Disinfection. Chlorinating materials and the disinfecting process shall conform with all applicable Federal, State and local codes and regulations.

f. Potable Water. If public or private water utility service is not available, the contractor may be required to provide potable water and it shall comply with all applicable Federal, State and local codes and regulations.

3. Sanitary Sewers

a. Pipe, Joints and Lift Stations: All sanitary sewer piping, joints and lift stations shall conform with all applicable Federal, State and local codes and regulations.

b. Leakage Tests: Lines shall be tested for leakage and shall conform with all applicable Federal, State and local codes and regulations. Visible leaks encountered shall be corrected regardless of leakage test results.

Packaged Treatment Plant: If sanitary sewer connections are not available, a packaged sanitary sewer treatment plant may be required and shall comply with all applicable Federal, State and local codes and regulations.

4. Utilities: The Contractor shall provide, as defined in each task order, installation of all basic utilities necessary to support portable buildings. The Contractor shall coordinate all utility relocation requirements and make payment to the utility companies, if required, for all services, fees, and permits required to relocate and reestablish service. Utility services shall not be interrupted except for brief periods to facilitate cut-ins. The Contractor shall be responsible for all costs related to protecting existing utilities.

5. Electrical Distribution: The Contractor shall coordinate with the electrical utility company to provide electric power to the site. The Contractor shall assure that the electrical utility company is aware of the schedule for construction and has the capability to install the electrical distribution in accordance with the schedule. If the electrical utility company cannot install the distribution system in accordance with the schedule, the Contractor shall provide and install the distribution system or utilize portable generators until the permanent power can be provided.

TEMPORARY MODULAR BUILDING UNITS

Scope of Work

The Contractor shall be responsible for coordination and costs for electrical power required for the Contractor's operations, including all costs for utility company hookup, installation/dismantling of transformers and distribution lines. Each facility shall be electrically grounded in accordance with the National Electrical Code.

6. **Site Lighting and Security:** The contractor shall adhere to the specific lighting and security requirements that apply to the specific site as defined in task orders. The Contractor may be required to utilizing existing parking lot lighting and/or providing the most economical lighting for the site. If existing lighting is not available economical, portable light stands may be utilized for site lighting. Site security requirements shall be addressed in each task order.

7. **Portable Building Installation:**

a. **General:**

1. All work performed in accordance with these specifications shall be in accordance with all applicable federal, state and local codes and regulations.
2. Exceptions or substitutions must be approved by the Government prior to performing the work. Approval will be on an individual portable building basis, based on availability of materials or conditions peculiar to the intent of installation or work.
3. All contractor's construction debris, waste and excess material shall be cleaned, removed from the site, and properly disposed of in accordance with applicable laws and regulations.

b. **Basic Installation – Portable Building Set-Up**

1. The portable building shall be properly placed, positioned, and aligned on the site. The towing operator shall be properly licensed and insured to protect the Government's interest. The contractor shall position the Portable Building as indicated in the approved general layout plan, as required in the Task Order. The Contractor shall provide suitable towing equipment necessary to maneuver the building into proper position. The contractor is liable for any damage to the portable building while placing it at the designated site.

2. **Blocking and Leveling:** Unless otherwise directed in a Task Order, portable building piers shall be installed according to the Manufacture specifications for number of piers and proper locations. The Contractor shall clean away all grass roots, loose dirt, rocks or debris where blocks meet grade.

Anchor and Strapping. The anchoring and strapping for tie-down of manufactured portable buildings shall be in accordance with all applicable Federal, State and local codes and regulations and in accordance with the manufacturer's installation instructions .

American Disabilities Act (ADA) access: The Contractor shall provide ADA approved access for each building. Stairs, ramps and landings shall be provided that meet all federal, state, and local codes.

Skirting Furnish and install skirting: The Contractor shall furnish and install vinyl skirting on entire perimeter of manufactured building in accordance with manufacturer's recommendations and normal standards of industry.

Make Portable Building Ready For Occupancy (RFO), as defined in Task Orders:

- a. Mount all fire protection/alarms necessary to meet Federal, State and Local fire code requirements. Test all fire protection devices
 - b. Mount exterior light fixtures, install bulbs, as required;
 - c. Install interior light globes and covers, as required;
 - d. Install necessary interior plumbing, bathroom facilities, including sinks, toilets, and showers, and washer and dryer hookups, as required;
 - e. Install furniture, equipment, information technology, appliances, furnace, air conditioner and water heater as required;
 - f. Other User specified and FEMA approved requirements;
 - g. Test water system and make repairs (i.e., tighten, adjust, or replace fittings, flare nuts, faucet washers, ball cocks, shower diverters, faucet sets, etc.);
 - h. Verify hot/cold water lines, repair if required;
- Test electrical circuits and replace bulbs, breakers, switches, or receptacles, as needed.
- j. Test Appliances and Appurtenances, as required;
 - k. Clean floors, equipment, bathrooms, fixtures, and windows as needed;
 - l. Perform any other minor work required to prepare the unit for occupancy (i.e., door adjustments, refasten moulding and panels, etc.);

Report major discrepancies or missing items.

Where Portable Buildings are installed on dirt or grassy areas instead of gravel, black top, or concrete, the open areas around the building shall be reseeded, according to local building codes.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2006	1	CONTRACTING DIV- CHIEF CORPS OF ENGINEERS P. O. BOX 60267 NEW ORLEANS LA 70160-0267 FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.211-8	Time of Delivery	JUN 1997
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31250000 082412 2520C63073099990 NA 96162
COST 000000000000
CODE:
AMOUNT: \$400,000.00

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**H.1. PREFERENCE FOR LOCAL FIRMS IN MAJOR DISASTER AREAS**

Pursuant to 42 U.S.C. 5150 and as implemented by Federal Acquisition Regulation Subpart 26.2, a preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in the area affected by a major disaster or emergency. The authority to provide preference under this subpart applies only to those acquisitions conducted during the term of a major disaster or emergency declaration made by the President of the United States under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.).

H.2. RELEASE OF NEWS INFORMATION

No news release (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

H.3. REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation."

Workmen's Compensation and Employers' Liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000. (The contractor shall verify with the State Board of Workers Compensation for each state in which performance is required in connection with this contract, to determine his or her own applicability with respect to this provision.)

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum of \$500,000 per occurrence.

At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Current Certificate of Insurance shall be furnished to the Contracting Officer within five (5) days after award of contract.

H.4. SAFETY REQUIREMENTS

All contractors must comply with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect on date of solicitation. The prime contractor is solely responsible to assure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take necessary measures to protect the public and Corps personnel during their activities. Actions may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment and removal of unsafe workers.

The contractor shall have a comprehensive Safety and Occupational Health (SOH) program. The contractor shall provide on site staff to provide for a safe work environment and strive to execute this contract without a lost time accident or injury.

The contractor's final Accident Prevention plan including Activity Hazard analyses shall be submitted within two (2) days after award.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-23	Limitation Of Liability	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	APR 2003
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 30 September 2006.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$20,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within one (1) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2006.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

Notwithstanding the provisions of this section, the contractor will not be obligated to develop the affirmative action program, prepare the reports, or provide the notices usually required under the regulations implementing Executive Order 11246, as amended.

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

Notwithstanding the provisions of this section, the contractor will not be obligated to develop the affirmative action program, prepare the reports, or provide the notices, or list the job openings usually required under the regulations implementing Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act, as amended.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

Notwithstanding the provisions of this section, the contractor will not be obligated to develop the affirmative action program, prepare the reports, or provide the notices, usually required under the regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended.

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)-EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall

apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one (1) year --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

or

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR/DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, New Orleans District, P. O. Box 60267, New Orleans, LA 70160-0267, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE, New Orleans District, P. O. Box 60267, New Orleans, LA 70160-0267, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USACE, New Orleans District, P. O. Box 60267, New Orleans, LA 70160-0267, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

SAMPLE TASK ORDER

SAMPLE TASK ORDER

CONTRACTOR IS REQUIRED TO PROVIDE A DETAILED BREAKOUT FOR THE MODULAR UNITS, TRANSPORTATION AND SITE PREPARATION. SKILL MIXES MUST BE PROVIDED.

Item	Description	Quantity	Unit of Issue	Price
0001	THE CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS , EQUIPMENT AND SUPERVISION TO PROVIDE THE STATED TASK	1	LUMP SUM	\$

Scope of Work for Cameron Parish Temporary Office Buildings

Police Jury Replacement Office Space Total: Approximately 1,900 SF total, divided between two buildings (1) 1100 SF, minimum, (2) 750 SF, minimum.

The needs for office space for 11 total personnel will be met using two buildings. Eight persons will be placed in the larger of the two office buildings (6 book keeping, Parish Administrator, 1 Sanitarian). Four Parish employees will be placed in the smaller building (3 permitting people and 1 road person).

Larger Building: 1100 SF (minimum).

Open cubicles with a flexible design (movable partitions) are acceptable for all permanent workers; however, a separate, enclosed, Jury room/conference area that can accommodate at least 12 persons is also required. Building will also require a public reception area and counter, 2 bathrooms, a water heater, a small kitchenette facility with a sink, space for halls/corridors, and some storage area for records. ADA access, 100 to 150 amp electrical service, hurricane tie-downs, and a septic system to accommodate up to 20 individuals. Back-up generator capability is required. Furniture shall also be provided to include a package sufficient for 11 cubicles (each with desk, chair, filing cabinet, partitions, and bookcases), a large conference table and 15 conference room chairs, and up to two break room tables, each with six chairs.

Smaller Building: 750 SF (minimum)

A second temporary office building (trailer or modular office) will be provided in a Hackberry location of the Parish to accommodate four additional employees (3 permit people and 1 road person) at a location in the western portion of the Parish. Four open, flexible design (movable partition) cubicles will be provided but this office shall also have a reception counter to deal with public applicants. The building shall include ADA access, a water heater, a kitchenette with a sink, a single bathroom, 100 to 150 amp electrical service, hurricane tie-downs, and a septic system to accommodate up to 10 individuals. Back-up generator capability is not required. Furniture shall also be provided to include a package sufficient to furnish 4 cubicles (each with desk, chair, filing cabinet, partitions, and bookcases), a break room table with 4 chairs, and 4 additional chairs suitable for use at the public reception counter area.

Existing water and electrical utilities are available at both proposed sites but neither has available sewer. Both proposed properties are on pre-developed surfaces, minimizing NEPA concerns; however, a NEPA evaluation will be performed for each proposed site by personnel under FEMA or USACE contract. A copy of this evaluation/assessment will be provided to the contractor. The larger of two buildings (1100 to 1200 SF) is being proposed to be sited on a paved parking near the Cameron Prairie Natural Wildlife Refuge visitor center on LA 27.

The smaller of the two offices (750 to 800 SF) is to be located on another parking lot near an existing community building (also along LA 27 after LA 27 loops west and north again) in Hackberry on the western side of the Parish. Cameron Parish is split into east and west sectors by a large shipping channel.

Cameron Parish officials, as applicants, remain responsible for assisting in all State and local jurisdictional matters including securing local building permits and rights of entry, controlling traffic and pedestrians, and compliance with local business ordinances in accordance with 44 CFR Part 206, Subpart C §§ 206.208 (e)(2). However, the contractor is still responsible for ensuring that underground utilities are properly located and marked prior to commencing intrusive site work, complying with Parish or local zoning requirements, and obtaining building permits.

School Board Temporary Replacement Building: Total of approximately 2,250 SF

Temporary replacement office building(s) are required to support up to 25 permanent Parish employees that were displaced from the building destroyed by Hurricane Rita. Temporary portable/modular office buildings will be placed in front of the Grand Lake High School, located at 1039 Highway 384, Lake Charles, LA 70607 (phone: 337 598 2231). While it has a Lake Charles post office address, it is actually within Cameron Parish. Preferred placement at Grand Lakes High School would be along side Highway 384 with two modular units placed end to end and parallel to the highway.

Building requirements: Open cubicles are acceptable for all workers; however, a conference and meeting room that can accommodate 12 to 15 people is also required. The building(s) shall include ADA access; a single water heater, kitchenette, and sink; 2 bathrooms in one of the modules; 100 to 150 amp electrical service; hurricane tie-downs; and a septic system capable of accommodating 25 individuals. Back-up generator capability is not required.

Assuming 24 persons @ 64 SF each for modular configuration, this would account for approximately 1550 SF, a conference room—about 250 SF, two bathrooms—another 140 SF, a water heater and kitchenette—another 100 SF, and adding a 10% factor for hallways, corridors and storage—another 200 SF—for a total of approximately 2,250 SF.

Furniture shall be provided sufficient to furnish 24 cubicles (desk, chair, filing cabinet, flexible configuration/movable partitions, and bookcases), a large conference table capable of seating up to 15 individuals, and up to two break room tables, each with six chairs.

As stated above, Cameron Parish officials, as applicants, remain responsible for assisting in all State and local jurisdictional matters including securing local building permits and rights of entry, controlling traffic and pedestrians, and compliance with local business ordinances in accordance with 44 CFR Part 206, Subpart C §§ 206.208 (e)(2). However, the contractor is still responsible for ensuring that underground utilities are properly located and marked prior to commencing intrusive site work, complying with Parish or local zoning requirements, and obtaining building permits.