



**US Army Corps
of Engineers**

Marine Design Center

PLANS AND SPECIFICATIONS

TO

DESIGN, CONSTRUCT,
TEST AND DELIVER

ONE 50' STEEL WORKBOAT

DACW61-02-B-0009

DEPARTMENT OF THE ARMY
Corps of Engineers
Marine Design Center
Philadelphia, PA

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CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

Are you registered in the Central Contractor Database? See DFARS Clause 52.204-7004 "REQUIRED CENTRAL CONTRACTOR REGISTRATION" in Section I of this solicitation?

Have you acknowledged all amendments? Have you submitted your bid on the latest amended bid schedule?

Have you completed the "Representations and Certifications" {Section K} portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 33?

Is your bid properly signed by an officer of your company?

If a bid guarantee is required, is it included with your bid {A late bid guarantee is treated the same as a late bid.} and is it in the proper amount? {Usually 20 percent of the total bid price, including any options or additives.} If your bid guarantee is in the form of a bid bond, is the bond properly signed by both the bidder and surety and are all required seals affixed? A bid guarantee is required when your bid exceeds \$100,000.00.

Is the name in which you submitted the bid the same on your bid as on the bid bond?

If required, have you entered a unit price for each bid item? {The solicitation will specifically state when this is necessary.}

The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

Are decimals in unit prices in the proper places? Are your figures legible?

Are the extensions of your unit prices, and your total bid price correct?

Are all erasures or corrections initialed by the person signing the bid?

Have you restricted your bid by altering the provisions of the solicitation?

If you are a large business and your bid is greater than \$1,000,000.00 have you included your Sub-Contracting Plan in your bid package? {NOTE: AN AWARD WILL NOT BE MADE WITHOUT AN APPROVED SUB-CONTRACTING PLAN. IN ORDER TO BE APPROVED YOUR PLAN MUST DESIGNATE 5% OF THE TOTAL SUB-CONTRACTING DOLLARS TO SMALL DISADVANTAGED BUSINESSES}.

Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?

Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders {Section L} of the solicitation.

July 02, 1998

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2. CONTRACT NO. 3. SOLICITATION NO. **DACW61-02-B-0009** 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED **3/13/02** 6. REQUISITION/PURCHASE NO. **W25PHS-2028-4776**

7. ISSUED BY CODE 8. ADDRESS OFFER TO (If other than Item 7)
**US ARMY ENGINEER DISTRICT, PHILADELPHIA
 WANAMAKER BUILDING, 100 PENN SQUARE EAST
 PHILADELPHIA, PENNSYLVANIA 19107-3390**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 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 **Contracts Branch, Room 643** until **1400** local time **4/16/02**
 (Hour) (Date)

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

10. FOR INFORMATION CALL: A. NAME **Sandra Fletcher** B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) **215-656-6915**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS

CALENDAR DAYS	%	CALENDAR DAYS	%	CALENDAR DAYS	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code) 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

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**US Army Corps
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PLANS AND SPECIFICATIONS

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DACW61-02-B-0009

DEPARTMENT OF THE ARMY
Corps of Engineers
Marine Design Center
Philadelphia, PA

SOLICITATION NO. DACW61-02-B-0009

Design, Construct, Test and Deliver a Debris Management Vessel for the Corps of Engineers, Huntington District for use in support of its mission at Racine Lock & Dam, on the Ohio River, Letart, West Virginia, in accordance with the attached plans and specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	50' STEEL WORKBOAT	1	VESSEL	XXXX	XXXXXXXX
0001AA	<u>PLANNING</u> (The submittals required for "Planning" are listed in contract clause H02.) This item is initiated by a Notice To Proceed (NTP) issued by the Contracting Officer.	1	JOB	XXXX	\$ _____
0001AB	<u>ENGINEERING AND SCHEDULING</u> (The submittals required for "Engineering and Scheduling are listed in contract Clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	1	JOB	XXXX	\$ _____
0001AC	<u>CONSTRUCT, TEST AND DELIVER</u> the vessel (The submittals for "Construct, Test and Deliver" are listed in contract Clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer. The Contractor may not start this item until he receives a Notice To Proceed for this item.	1	JOB	XXXX	\$ _____
TOTAL		1	VESSEL	XXXX	\$ _____

INSERT LOCATION OF THE SHIPYARD WHERE THE WORK WILL BE PERFORMED:

The Government may reject an offer as non-responsive if it is materially and mathematically unbalanced as to price for any offered item or combination of offered items. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

Refer to contract Section M for EVALUATION FACTORS FOR AWARD criteria.

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PART I - THE SCHEDULE - SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C000 GENERAL

C001 GENERAL REQUIREMENTS

A. INTENT

The Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) has issued this solicitation to acquire one 50' workboat to serve the U. S. Army Corps of Engineers, Huntington District in support of its mission at Racine Lock & Dam on the Ohio River.

The workboat shall be a twin-screw, open propeller diesel powered vessel with an all-welded steel hull and superstructure. The operator height-of-eye shall be a minimum of 17'-6" feet above the waterline.

The vessel design and construction shall be based on these specifications and the contract reference drawings. The contract reference drawings are As-built drawings of two identical 50 foot workboats that were delivered to Huntington District in 1998.

B. MISSION

The workboat will be assigned to the Racine Lock & Dam Project on the Ohio River. The primary mission of the workboat will be year-round support to maintenance efforts at the lock and dam site. The workboat will be utilized to transport personnel and equipment for inspections, maintenance and emergency operations. The vessel will also be required to move various work barges around the project site in order to support the maintenance activities.

C. OPERATION PROFILE

The workboat shall be suitable for year-round operation in both shallow, and ice and drift-strewn rivers of the Ohio River and connecting tributaries. For maintenance support, the vessels require stability, good maneuverability, and excellent visibility from the pilothouse. The vessel is intended for year-round service; therefore, reliability and ease of required maintenance are very important.

C002 PRINCIPAL CHARACTERISTICS

The vessel shall be designed and constructed in accordance with these specifications and the contract reference drawings, which define the principle dimensions of the vessel as follows:

Length Overall (molded).....50'-0"
Beam Overall (molded).....18'-0"
Depth (molded).....9'-0" (at Bow with 1:50 Sheer decreasing toward stern)

C003 DESIGN STANDARDS

The vessel shall be designed, constructed and outfitted in accordance with the rules, regulations and standards of the following regulatory Agencies and organizations (latest edition) and as specified in the individual specification sections:

- American Bureau of Shipping (ABS) "Rules for Building and Classing Steel Vessels for Service on Rivers and Intracoastal Waterways."
- American Bureau of Shipping (ABS) "Guide For Shipbuilding and Repair Quality Standard for Hull Structures During Construction."
- U.S. Coast Guard Regulations 46 CFR, Subchapter C - Uninspected Vessels (not for electrical).
- U.S. Coast Guard Regulations 46 CFR, Subchapter J - Electrical Engineering.
- U.S. Coast Guard (USCG), Navigation Rules International-Inland.
- U.S. Army Corps of Engineers, Publication No. EM 385-1-1; "Safety and Health Requirements Manual."
- Institute of Electrical and Electronic Engineers Standards, Publication No. IEEE-45 "Recommended Practice for Electrical Installations on Shipboard."
- Illuminating Engineering Society, "Recommended Practice for Marine Lighting."
- National Electrical Code (NEC).

C004 CLASSING AND CERTIFICATION

The Contractor is not required to obtain class for the vessel. The Contractor shall obtain a Statement of Fact from ABS that the welding meets ABS standards. A comparable inspection agency may be used in lieu of ABS for welding inspections, subject to the prior approval by the Government. The Contractor shall provide ABS material certification for the tailshafts, propellers, rudder stock, and steering gear.

C005 CONTRACT INTENT

The intent of this contract is to procure the labor, material and services of a Contractor to develop a final design, construct, test and deliver a 50 foot steel workboat using the technical specifications and the "As-Built Drawings" of the Workboat ROBERT A. MCKELVEY as a conceptual guideline for the final design. It is intended that the contractor will be able to bid and construct the vessel with a minimum of design development.

The As-Built drawings are provided as Contract Reference Drawings, and a complete list is provided in Clause J01 CONTRACT REFERENCE DRAWINGS. Upon award, the successful bidder will be furnished with electronic AUTOCAD files of all contract reference drawings. These electronic contract reference drawings may be altered as necessary to develop the final design and comply with the requirements of the contract. All final design and As-Built drawings shall have their title blocks changed to reflect the current vessel, and all old revision blocks and flags shall be removed.

The contractor shall perform final design and engineering such as development of piping and cable routings, structural details, foundations, detailed arrangements, system schematics and diagrammatics; complete material lists, purchase specifications, shop drawings, construction details, Detailed Design Drawings (refer to SNAME definition), MDC submittals, "as-built" drawings, and other technical details necessary to support his administration, operation, and production practices.

The Contractor assumes complete responsibility for designing and constructing a vessel that meets the requirements of this contract. Should the Contractor determine at any time that he is unable to fulfill those design responsibilities, he shall notify the COR immediately of the problem experienced and the proposed manner of correction.

C006 VESSEL IDENTIFICATION

The vessel to be acquired through this solicitation has been assigned the following name and Marine Design Center hull and project number:

MDC Hull Number	654
MDC Project Number	2571
Vessel Name	To Be Determined

The MDC hull number shall be used in lieu of an “Official Number.”

C010 DEFINITIONS

CONTRACTING OFFICER (K.O.) - A person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.

COR - Contracting Officer’s Representative - a member of the contract management and quality assurance team authorized by the Contracting Officer to perform certain administrative and managerial duties. A copy of the COR’s authority letter shall be furnished to the Contractor.

USACE - Acronym for United States Army Corps of Engineers.

MDC - Acronym for Marine Design Center.

GFE - Acronym for Government-Furnished Equipment.

C025 CONTRACTOR QUALITY STANDARDS

A. GENERAL

All articles, fittings, equipment, machinery, materials and supplies used in the construction and outfitting of the vessel shall be new, free of defects and imperfections, and be the standard product of reputable manufacturers. All items shall be suitable for marine application and meet the latest requirements of standard specifications published by national authorities. No salvaged materials shall be used in the works. Spare parts and service shall be readily obtainable.

During construction and before delivery, protection shall be provided for the vessel and all associated items intended for use on the vessel.

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The Contractor shall be responsible for the construction of a complete and functioning vessel. Inspection by the MDC is for the purpose of verifying the proper function of the Contractor's quality control measures and is not to be used as a substitute for control of quality by the Contractor.

B. MATERIALS

Unless otherwise noted or specified on the Contract Drawing, all structural hull material shall be in accordance with the following specifications:

American Bureau of Shipping (ABS), "Rules for Building and Classing Steel Vessels for Rivers and Intracoastal Waterways."

Welding Materials - ABS "Approved Welding Electrodes, Wire-Flux and Wire Gas Combination."

Materials not included in the ABS specifications noted herein, shall be of commercial quality to ASTM, ANSI, or SAE specifications.

C. WORKMANSHIP

(1) General

All frames and longitudinal members, where applicable, shall be provided with limber holes and/or snipes of adequate size to allow water in bilges to flow to the lowest point of each compartment. Limber holes shall also be provided to allow for the passage of air in tanks. Limber holes shall be located at the plate edge.

All plating shall be neatly cut, fitted and welded. All sharp or ragged edges, which may constitute a hazard to personnel or present poor appearance, shall be ground smooth.

Where work of one trade joins, passes through, or is on other work, there shall be no discrepancy or misfit when completed. In engaging one kind of work with another, marring or damaging of previously accepted construction shall be cause for rejection.

All parts of the work intended to join or bear upon others shall have complete and solid surface contact and fit together neatly without excessive cold work during erection. All faying surfaces shall be painted and be clean and smooth before bolting up. Shims or liners shall not be used for the purpose of overcoming a bad fit.

Ends of outstanding flanges shall be cropped. Lightening holes may be punched, sawn, burned, or sheared and all edges shall have burrs removed.

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All holes for machinery mounting bolts shall be drilled or punched; burning is not acceptable. Holes in a member having sharp curvature shall be avoided whenever possible.

Wherever bolts are used as fasteners, the bolts shall be fitted with lockwashers or similar approved fastener locking device.

Where aluminum must be attached to dissimilar metals or between dissimilar alloys of aluminum, fasteners shall be of stainless steel of an approved design with insulation as required to eliminate metal-to-metal contact.

(2) Welding

All welding shall be in accordance with the current rules and regulations of the American Bureau of Shipping.

Welding procedure, as to direction, length, numbers and sequence of beads, shall be carefully planned to minimize distortions. Care shall be exercised to produce smooth even beads, especially on all exposed plating and fittings. Beads shall be chipped and ground where directed by the Contracting Officer's Representative.

(3) Welders

Only welders who have successfully passed the qualification tests of the American Bureau of Shipping or other regulatory bodies acceptable to ABS shall do the welding under this contract.

The Contractor shall bear the expense of conducting these tests and shall certify, by name to the Contracting Officer, welders who have successfully passed the prescribed tests and hold current, valid certifications.

The Contractor shall require any welder to repeat these tests when, in the opinion of the COR, the work of the welder indicates a reasonable doubt of his proficiency. In such cases, the welder shall be disqualified from any welding under this Contract until he has successfully passed the retest.

The Contractor shall maintain records of each welder's certification during the course of the Contract. The records are to be available for examination upon the request of the COR or his representative.

D. PLATE FAIRNESS

Steel plating shall be installed using proper welding procedures and sequences to insure fair plating panels with minimum distortion. The use of filler materials to surface unfair areas is not acceptable.

Maximum allowable plating distortion is depicted in the American Bureau of Shipping (ABS) "Guide For Shipbuilding and Repair Quality Standard for Hull Structures During Construction." Distortion may not exceed the amounts in the guide.

E. INSTALLATION

Materials and equipment shall be installed in accordance with the approved recommendations of the manufacturer, and in compliance with the Contract documents. Only workmen skilled in this type of work shall accomplish the installation.

C040 SCOPE OF WORK

A. GENERAL

The Contractor shall design, build and deliver a fully functioning vessel in accordance with the Contract.

During the engineering phase of the Contract, the Contractor shall prepare a single "Final Design" for the vessel described in the contract.

During the construction phase of the Contract, the Contractor shall build, prepare "As-Built" drawings, test, deliver and conduct final tests of the vessel.

B. CONTRACTOR'S RESPONSIBILITY

The Contractor assumes responsibility for building the vessel according to the furnished Specification and Contract Reference Drawings. Should the Contractor determine at any time that he is unable to meet those design requirements, he shall notify the COR immediately of the problem experienced and his proposed manner of correction.

C. DRAWINGS AND DESIGN

The minimum drawings required during the Engineering Phase of the Contract are listed in Clause H13. These drawings shall be submitted to MDC for review. The Contractor shall perform engineering and design as required to develop the minimum required Final Design drawings, and to verify compliance with all technical requirements.

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All drawings submitted to MDC for acceptance shall include as part of the submittal the supporting calculations and vendor "cut" sheets. Calculations supporting choice of structural scantlings, duct and piping sizes, and pump and fan sizes shall be presented in a professional manner stating assumptions, showing calculations, and presenting conclusions. Multiple sheet drawings shall have all sheets submitted at the same time for MDC review. Submittals to MDC and the costs of any required inspections or testing are the responsibility of the Contractor.

D. DELIVERY

The vessel shall be delivered to the Racine Lock & Dam Project, on the Ohio River, near Letart, West Virginia.

C200 GENERAL ARRANGEMENTS

C215 GENERAL ARRANGEMENT

The vessel arrangement shall be as shown on Contract Reference Drawing 571-D215-01 GENERAL ARRANGEMENT.

A head shall be provided in the deckhouse, on the main deck level, and shall consist of an "Incinolet" toilet, a small sink, and removable potable water supply and drainage tanks.

The aft deckhouse shall provide standing headroom in the engine space. Finished headroom in any space shall be a minimum of 7'-6" feet.

Two towknees and two electric barge winches shall be arranged on the bow of the vessel.

C255 CONSOLE ARRANGEMENT

The deckhouse console shall contain all controls, alarms, monitoring equipment, communication, and navigation equipment necessary for the vessel's operation. All gauges and indicators shall be installed with lights and dimmer switches. The positioning of the equipment, and the configuration of the console, shall be tentatively determined during the Engineering Phase, and confirmed in conjunction with the COR during the Construction Phase. The final console arrangement shall be approved by the COR prior to fabrication.

C300 STRUCTURE

C305 HULL STRUCTURE

The hull and deckhouse shall be of all welded steel construction in accordance with applicable standards of the American Bureau of Shipping. The hull framing shall be transverse. Watertight bulkheads shall be located as shown on the Contract Reference Drawings.

All steel shall conform to ASTM A36 or ABS Grade, mild steel. Hull stiffeners, transverses and girders and all welding shall meet the minimum requirements of the ABS Rules, referenced in Clause C003.

Shell plating shall be run in longitudinal strakes and shall be fair and smooth.

Butts and seams shall be carefully fitted and properly welded to minimize both local distortion and overall lifting of the ends. In general, butt and seam welds shall be made before the shell plating is welded to internal structure.

The sequence of welding shall be symmetrically from the centerline at midships, out to the sides and ends.

All deck fittings and equipment shall be mounted on insert plates welded continuously to the deck with headers or brackets below. Plates shall have 3-inch radius corners and extend a minimum of 6 inches beyond the item in all directions.

All cutouts for hatches and manholes shall be reinforced with headers and insert plates.

The deckhouse top shall be sloped aft with the same slope as the sheer on the main deck. The top shall overhang the deckhouse on the front and sides by 18 inches and 12 inches on the aft side.

All discharge penetrations in the hull shall not extend beyond the hull plating and shall be extra strong pipe of equal or greater thickness than the wall of the attached spool piece. Also, no insert plate shall be less than the hull plate in the area of the penetration plus 1/8th inch.

Hull openings shall be located well clear of draft marks, other hull markings and rub rails.

A sea chest shall be provided in the location shown on the Contract Reference Drawings. The sea chest shall be fabricated of plate of the same thickness as the adjacent bottom plate.

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A 3/8-inch strainer plate shall be bolted onto the bottom shell opening to the sea chest. The strainer plate shall have a removable clean-out plate secured with stainless steel fasteners. The strainer plate openings shall be sized in accordance with ABS Rules and meet the suction requirements of the pump.

Extra strong pipe couplings shall be welded to the sea chest for attachment of piping.

C315 SUPERSTRUCTURE

The superstructure shall be constructed of welded steel meeting the ABS requirements of 3/6.17. The bulkheads, decks and pilothouse top shall not be less than 3/16" thick steel plate.

A mast shall be provided for navigation lights aft of the Pilothouse. A flag mast shall be provided atop the Pilothouse. Additional masts shall be provided as necessary for navigation lights atop the Pilothouse.

Removable weathertight hatches shall be provided above each main propulsion engine.

C320 TANKS

The diesel fuel oil tanks shall be all welded steel construction. The tanks shall be constructed in accordance with ABS Rules.

The fuel oil tanks shall be installed within the hull, forward of the main engines, one each port and starboard. The tanks shall not be integral with the hull. Each tank capacity shall be minimum 650 gallons.

The fuel oil tanks shall be complete with minimum 18-inch access opening, 2-inch diameter fill/suction connection, sounding tube, tank level indicator, deck fill station containment box, drain, and vent.

After fabrication, all welding smoke and spatter shall be removed from the inside and the outside of the tank and all joints shall be tested for tightness.

Testing shall be done in accordance with ABS requirements. Permanent deformation of the tank surfaces or framing during testing is unacceptable. All leaks or permanent deflection must be repaired and the tank retested. Upon successful completion of the test, all water shall be pumped out and dried completely by forced ventilation before filling with fuel oil.

C330 FOUNDATIONS

Suitable foundations shall be provided under all units of machinery, tank, deck fittings, and other heavy concentrations of weight to properly mount the item, to distribute the loads into the hull structure, and to avoid undue stresses and vibrations in the hull.

No bolt or foundation fastener of any type shall penetrate the main deck.

The propulsion and generator engine foundation mounts shall be configured in accordance with the manufacturers' recommendations. The genset shall be mounted on vibration isolators.

Bolt holes in foundations shall be templated from the unit. All equipment bolted to foundations shall have mounting bolt holes accurately bored (not burned) and reamed to provide a no-slop fit. Threaded portion of the bolts shall be clear of the foundation or equipment pads, and heavy lock washers used under all nuts. Elastic stop nuts may be substituted for lock washers.

Where dripping of oil or water can be expected, the top plates of foundations shall be tight and project slightly beyond the edges of bedplates or bases of units to be supported. Flat bars shall be seal-welded around the edges of the top plates to retain any leakage of oil or water. Access shall be provided to remove the leakage. Quick disconnect fittings shall be provided to drain all drip pans and leakage containments.

C400 OUTFITC406 COATINGS

A. GENERAL REQUIREMENTS

The contractor shall provide a two-component epoxy coating system on the vessel, with a urethane topcoat on the main deck and deckhouse exterior. Surface preparation and application shall be in strict accordance with the paint manufacturers requirements. All interior hull and house spaces, except the interior of the fuel tank, shall be coated with two-component epoxy system.

B. COATING COLOR SCHEDULE

Colors shall conform to Federal Standard 595a(3) Colors Identification Numbers. Color chips (3" x 5") may be produced from the Naval Publications and Forms Center, 5801 Tabor Road, Philadelphia, PA 19120 (215-697-2000). The coloring schedule shall be as follows:

AREA	COLOR/FS595 NUMBER
Hull Exterior	Black/17038
Deckhouse Exterior	Old Ivory/17855
All Decks	Deck Red/10076
Deck Edges	Black/17038
Housetop	Old Ivory/17855
Hull & Deckhouse Interiors	White/27880
Deck Fittings	Yellow/13655
Hull Markings	White/27880
Handrails & Grab Rails	Black/17038

All items of machinery and equipment shall be painted with the individual manufacturer's standard colors. Painted surfaces damaged in handling and installing the equipment shall be repainted with paint supplied by or recommended by the individual manufacturer.

All unpainted machinery items having black cast or carbon steel surfaces shall be given a prime coat and finish coat of machinery enamel color matched to the adjacent machinery.

C. FINAL INSPECTION OF PAINTING

The Contractor is responsible for delivering the vessel with all painted surfaces in sound condition, and in accordance with this specification.

Prior to launching or assembly (of the sub-assemblies) of the vessel, all interior and exterior painting shall be thoroughly inspected, and any defects or damage in the coating shall be repaired by the Contractor as necessary to restore the integrity of the paint system, and to meet the requirements of the specification. The vessel shall not be launched, nor shall sub-assemblies be assembled, until painting has been inspected and accepted by the COR.

All painting shall be re-inspected prior to Final Acceptance, and damaged areas of the coating shall be repaired by the Contractor to the satisfaction of the COR.

C410 HULL OUTFIT

A. TOWKNEES

Two towknees, each 18 inches wide, shall be provided at the bow and shall not extend forward of the headlog. The towknees shall extend low enough to face up to a loaded barge with only 1 foot of freeboard and high enough to face up to an unloaded barge with 12 feet of freeboard.

The towknees shall be faced with hard rubber weld on pads similar to TRELLEX MORSE part number E42041 securely bonded to 1/2" steel plate. The steel plate backing shall be continuously welded to the towknee face.

B. RUB STRAKES

Rub strakes shall be provided at the deck edge and at the design waterline. Rub strakes shall be constructed of split 4-inch extra strong steel pipe continuously welded to the side shell. The ends shall be beveled and sealed with welded steel plate.

C. CENTERLINE SKEG

A centerline skag shall be provided as shown on the Contract Reference Drawings. The vertical plate shall be an integral part of the hull structure and be at least 3/4" thick plate. Welding the vertical plate onto the bottom shell is not acceptable. The skag bottom shall be finished with a continuously welded steel 3" x 1" horizontally mounted shoe.

D. SPLASH PLATE

A 12-inch high steel splash plate shall be welded between the towknees. The plate shall be a 12" x 2" x 1/4 flanged plate with the flange facing aft.

E. BULWARK

A welded steel 18" bulwark shall be provided and extend around the stern of the vessel. The bulwark shall enclose the aft end and sides of the steering gear space. The plating shall be vertical at the sides and slope inward at the stern.

C415 DOORS, WINDOWS, HATCHES and MANHOLES

A. GENERAL

All door, window, hatch and manhole openings shall be provided with headers as necessary to transfer the hull and local structural stresses around the openings.

B. DOORS

A total of four weathertight, exterior doors shall be provided, as shown on Drawing 571-D215-01 GENERAL ARRANGEMENT, two for the Pilothouse, one on the forward deckhouse bulkhead main deck, and one after deckhouse leading to the engine room.

Doors shall be 6 feet, 8 inch high. The doors shall be equipped with key operated locksets. The door locks shall be keyed alike and two sets of keys for each door shall be provided. Care shall be taken to isolate dissimilar metals.

All doors shall be fitted with lever type handles opening downward, inside and out, three hinges, and a doorstop. All hardware shall be stainless steel.

The exterior doors at the main deck shall be provided with fixed wire reinforced safety glass panels in the upper half of the door. These windows shall be set in neoprene glazing and be as large as practical.

The exterior doors for the Pilothouse shall be provided with fixed 1/4-inch safety glass in the upper half of the door. These windows shall be set in neoprene glazing and be as large as practical for Pilot visibility.

The Pilothouse and aft engine room doors shall be 30-inches wide. The forward, main deck storage room door shall be 36 inches wide. The engine room door and the storage room door shall be provided with 6-inch sills.

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A 30-inch wide interior door shall be provided for access to the head. A louver shall be provided in the door for ventilation purposes.

C. WINDOWS

Pilothouse and deckhouse windows shall be provided as shown on Contract Reference Drawings 571-D205-01 OUTBOARD PROFILE and 571-D215-01 GENERAL ARRANGEMENT.

All windows shall be 1/4-inch thick safety glass. The glass shall be set in neoprene glazing with extruded aluminum frames, which are clipped into the structure in accordance with the manufacturer's recommendations. All windows shall be of the same manufacturer to provide consistent styling, function and ease of repair.

The tops of the Pilothouse windows shall be a minimum of 6'-6" above the Pilothouse Deck. All Pilothouse windows shall be fixed.

An electric fan for defrosting the windows shall be mounted at each of the three front windows in the pilothouse. The fans shall be adjustable, low speed, with steel fan guards and 8-inch blades with individual on-off switches.

All forward and aft Pilothouse windows shall have see-through, roll-up type, amber colored shades.

Independently operating windshield wipers shall be installed for all forward Pilothouse windows. The forward windows shall each be fitted with a single blade pendulum type wiper similar to a WYNN, type 1602S, standard duty wiper. Each wiper blade length shall be 20 inches with the angle of arc selected at the fitting stage. A single speed DC motor (radio suppressed) shall be supplied for each wiper.

The wiper and fan controls shall be mounted on or in the console. The position of the controls shall be determined during the construction phase.

The deckhouse windows shall be 24" high by 36" wide, horizontal sliding type. Aluminum framed metal screens shall be provided for all opening windows. Screens shall be fitted into a track incorporated into the window frame.

D. HATCHES

Two hinged, 42-inch x 84-inch hatches shall be provided, one over each main engine, as shown on Contract Reference Drawing No. 571-D205-01, GENERAL ARRANGEMENT. The

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hatches shall be rectangle, aluminum with steel ring, mounted on a raised coaming with a neoprene seal so that rainwater does not enter the engine room through the hatch perimeter.

E. MANHOLES

One manhole access shall be provided for each hull compartment. The manholes shall be located in accordance with the Contract Reference Drawing No. 571-D205-01, GENERAL ARRANGEMENT.

Manholes shall be single bolt, steel, with steel rings, round, and watertight similar to NABRICO Single Bolt Manholes DF-430-18D, with 18" clear opening. Manholes shall be installed flush with the deck.

C420 DECK FITTINGS

A. GENERAL

Deck fittings shall be located as shown on Contract Reference Drawing No. 571-D215-01, GENERAL ARRANGEMENT.

Deck fittings shall be welded to 1/2" thick deck insert plates.

B. KEVELS

A system of six kevels shall be provided for securely mooring the vessel. The minimum size kevel is 24". Under-deck structure as deemed necessary shall be provided to support the full capacity of the kevel.

C. DOUBLE BITT

A steel fabricated double bitt is to be installed on the foredeck. The bitt shall extend through the main deck and down to the bottom shell. The bitt shall be integral with the hull structure.

The vertical posts shall be 8-inch schedule 80 pipe extending 30" above the deck. The cross members shall be 2-inch schedule 80 pipe. The pipes shall be capped with 1/4-inch plate continuously welded.

D. BUTTON CHOCKS

Provide and install two steel 12-inch roller button chocks similar to BLACKBURN model RB-75.

C425 WALKWAYS, RAILINGS, GRATINGS AND FLOOR PLATESS

A. WALKWAYS

A 24-inch wide welded steel walkway shall extend between the towknees and connect the port towknee top to the walkway at the Pilothouse level on the port side.

Walkways shall extend along each side of the Pilothouse. The forward starboard end shall extend beyond the front of the Pilothouse 24 inches. The forward port side shall extend 24 inches beyond and across the Pilothouse front to connect with the towknee walkway and the inclined ladder from the main deck.

B. RAILINGS

A two-tier removable chain railing between pipe stanchions shall be installed along the main deck sides, stern and bow as depicted in Contract Reference Drawing nos. 571-D205-01 OUTBOARD PROFILE and 571-D215-01 GENERAL ARRANGEMENT.

The stanchions shall be of 1-1/2 inch nominal steel pipe set in sockets of 2" nominal steel pipe, except as noted. The sockets shall be 6" high welded to the steel deck and the stanchions shall be secured into the sockets by easily removable means. The stanchions shall extend 42" above the deck and be spaced no more than 6 feet apart. The chains shall be 3/16" proof coil chain, galvanized, and fitted with a snap hook at each end.

A permanent two-tier pipe handrail shall be installed around the Pilothouse and the walkway out to and between the towknees. The stanchions shall be 42 inches high of 1-1/2 inch I.P.S. pipe welded to the deckhouse. The top rail shall be even with the top of the stanchions and the lower rail shall be located 20" above the deckhouse top. Stanchions shall be located no more than 6 feet apart.

A permanent single tier handrail of 1-inch nominal I.P.S. pipe shall be welded to the Pilothouse top. The top rail shall be 36" above the Pilothouse top and the stanchions shall be spaced no more than 6 feet apart.

A grab rail of 1-1/2 inch nominal I.P.S. pipe shall be welded around the entire deckhouse perimeter. The grab rail shall be supported at a minimum of 6-foot intervals. The clearance between the grab rail and the bulkhead shall be 3 inches. The height of the rail above the deck shall be 34 inches.

C. FLOOR PLATING

Floor plating shall be provided in the engine room and atop the steering gear at the stern.

The floor plates shall be designed to support static loads of 100 lbs. per square foot without excessive deflections generally, and shall be locally reinforced, as necessary, where greater loads are contemplated in the removal or disassembly of machinery for overhaul or storing of rope or equipment.

The floor plating in the engine room shall be above the longitudinals and transverses and supported by a framework of angles and stanchions attached to the hull structure. Floor plates shall be placed to allow access to all maintenance points of all machinery.

The floor plates in the engine room shall be 1/4-inch aluminum diamond tread. These plates shall be in sections for easy removal and shall be secured with countersunk flat head stainless steel screws (minimum 1/4" diameter screws on 24" centers). Sections shall be sized so that a single person may lift out each panel. The supports shall not extend above the surface of the abutting plates. The plates shall be required to be flat and free from warp, twist, and other defects affecting their appearance and serviceability.

In the engine room, hinged sections of floor plate shall be provided in way of all valves, strainers, and under floor equipment requiring operation, inspection or maintenance. Flush type lifting rings or finger holes (ground smooth) shall be provided in the hinged plate sections.

Care shall be taken to isolate dissimilar metals.

The flooring over the steering gear shall be 1/4" steel diamond tread. These sections shall be in sections for easy removal and shall be secured with hex head stainless steel screws. No section shall be more than 2' x 4'. Hinged panels shall be located over each rudder stock. Hinges shall be stainless steel and welded. Flush type lifting rings or finger holes (ground smooth) shall be provided in the hinged plate sections. The supports shall not extend above the surface of the abutting plates. The plates shall be required to be flat and free from warp, twist, and other defects affecting their appearance and serviceability.

C427 VERTICAL LADDERS

Vertical welded steel ladders shall be installed on the aft bulkhead of the Pilothouse to provide access the Pilothouse top and on both sides of the door to the engine space to access the aft deckhouse top from the main deck.

Vertical welded steel ladders shall be provided and installed at each manhole for access to the hull.

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Inclined ladders of 24" width shall be provided and installed from the aft deckhouse door down to the engine room flooring and from the front of the Pilothouse down to the main deck.

All ladders and their handrails shall comply with the appropriate sections of the U.S. Army Corps of Engineers Safety and Health Requirements Manual (see Clause C003).

C430 DECK COVERINGS

A. WEATHER DECKS

All weather decks and exterior walkways shall be provided with a non-skid surface.

B. INTERIOR DECKS

The interior main deck spaces shall be provided with a painted surface.

The Pilothouse shall be covered with a vinyl floor covering. The floor covering shall be a minimum of 0.080 inch thick, securely cemented to the deck. A sanitary cove base not less than 4 inches high, shall be worked around all bulkheads and equipment. Floor covering and accessories, including any necessary quick-setting resilient underlayment, shall be installed in accordance with the manufacturer's recommendations and instructions.

C435 JOINER & FURNISHINGS

A. JOINER WORK

Vinyl faced aluminum sheathing shall be installed in the Pilothouse and the head. Sheathing for vertical surfaces shall be about 0.050-inch thick aluminum sheet with vinyl finish, similar to MALLYCLAD, Madison Heights, MI 48071 (313) 585-4110. The color scheme of the joiner work shall be selected by the COR from available color options, only one color shall be chosen for each space.

All items mounted against the bulkhead panels shall be fastened directly to bulkhead support structure.

Metal furring strips shall be provided where necessary to provide a firm fair base for the sheathing. The sheathing shall be fastened to the furring strips or the deckhouse framing by pop rivets, or self-tapping stainless steel sheet metal screws with decorator caps. Fastener spacing shall prevent drumming and vibration of the sheathing.

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Access panels shall be provided as required for access to wiring or piping behind the sheathing.

B. FURNISHINGS

The Pilothouse shall be furnished with a swivel pilot's chair similar to TURNBULL CO., Model 299, a control console, a settee (with cushion on top to provide personnel seating) with space below to store life jackets, and a lock with hasp. The storage space shall be accessible from the top.

C436 INSULATION

A. INSULATION

Thermal insulation shall be provided in and under the Pilothouse. The overhead, under the deck and vertical bulkheads shall be insulated with four inches of fiberglass, similar to CLAREMONT's CLARETEX N-3A Hullboard. The exposed side of the insulation in the storeroom and toilet space overhead shall be faced similar to CLAREMONT's "Tuffskin 1613." The mounting shall be in accordance with the manufacturer's recommendations for marine service. However, as a minimum, the mounting studs shall be welded to the bulkhead/overhead structure. Adhesive mounting is not acceptable.

In the engine room, bulkheads, overheads and vertical surfaces down to 12 inches above the waterline shall be insulated with a transmission loss system for thermal/acoustical treatment. The system shall consist of 2 layers of 2-inch fiberglass board, with 1 pound per square foot lead, or lead-vinyl, septum between the layers. Insulation facing the interior shall be faced with MYLAR, or its equivalent, to prevent oil absorption. The hatches over the engines shall be insulated the same as the rest of the engine room overhead. The system mounting shall be in accordance with the manufacturer's recommendations for marine workboat service. However, as a minimum, the mounting studs shall be welded to the bulkhead/overhead structure. Adhesive mounting is not acceptable.

B. SHEATHING

Sheathing shall be provided on the engine room bulkheads and ceilings to cover the insulation. The sheathing shall be 18-gauge embossed rigidized, perforated aluminum sheets with a minimum of 30% open area. The sheathing in this compartment shall remain unpainted. Adhesive mounting is not acceptable.

Metal furring strips shall be provided where necessary to provide a firm fair base for the sheathing.

C. CEILINGS

The Pilothouse shall have a ceiling system using the same sheathing and mounting as the bulkheads (see Clause C435.A). Lighting fixtures shall be surface mounted to the ceiling and secured from the Pilothouse top steel structure.

C445 LIFESAVING, FIRE AND SAFETY

The Contractor shall provide and install the safety equipment required on USCG “Uninspected” vessels (46 CFR, Subchapter C), and as listed below:

A. FOG BELL

One medium weight bronze, 8 inch diameter fog bell shall be provided and mounted as directed.

B. ANCHOR

One anchor sized for the vessel shall be provided, complete with 100 feet of 3/4-inch diameter braided nylon line with necessary shackles and thimble.

The anchor is to be stowed on the foredeck.

C. FIRST AID KIT

One 24-unit first aid kit in waterproof container shall be provided and mounted in the deckhouse, as directed.

D. LIFE RAFT

One 6-person, USCG approved inflatable type life raft with float-free release stand, equipped for ocean service, shall be provided and mounted on a cradle on top of the Pilothouse.

E. RING BUOYS

Two 24-inch diameter USCG approved ring buoys of unicellular plastic construction, each with sixty feet of 3/8-inch polypropylene line and electric water light, shall be provided and mounted on each pilothouse side.

F. LIFE PRESERVERS

Six USCG approved Type I life preservers and survival suits, with the vessel name stenciled on them, shall be stowed in readily accessible locations marked "Life Preservers."

G. CLOCK AND BAROMETER

One 4-inch diameter chrome-plated brass marine clock and matching barometer shall be installed in the pilothouse.

H. DISTRESS SIGNALS

Twelve USCG approved hand-held combination flare and smoke distress signals and one flare gun shall be provided and stowed in the Pilothouse in a waterproof container.

I. FIRE AXE

Provide, and install, a fire axe on the forward exterior bulkhead of the deckhouse.

C455 BARGE WINCHES

Two 30-ton electric deck winches with 75 feet of wire rope per winch shall be provided and mounted on the fore deck. The winches shall be equipped with both pilothouse and local control. The barge winches shall include swage eyes for the wire rope rather than clip-type connectors.

C460 NAMEPLATES, NOTICES AND MARKINGS

A. NAMEPLATES

Nameplates, serial number plates, tags, etc. shall remain in place on the equipment as furnished by suppliers. The Contractor shall use caution during the construction to not damage or paint over nameplates. Damaged nameplates shall be replaced prior to Final Acceptance.

As a minimum, the following signs shall be provided:

- Two signs reading "DANGER NO TRESPASSING U.S. GOVERNMENT PROPERTY" shall be hung from the handrail along side the deckhouse, port and starboard.

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- One sign reading “NO SMOKING” shall be placed at the fuel oil deck station.
- Confined space sign or stencil stating “DANGER Permit Required Confined Space DO NOT ENTER” shall be located at each entry to each tank, hull void and hold storage compartment.
- All controls, gauges, switches, panels, etc., shall be labeled with phenolic label plates.
- All cables shall be identified with tags fabricated from strip aluminum with raised lettering, securely fastened to the cable by banding.
- Manholes, vents, fills, and sounds shall be marked with tank identification and intended service.
- Label plates shall be attached to all valves, manifolds, pumps and mechanical equipment to indicate the system and function of the equipment.
- For valves, the label plates shall be installed over the stem of the hand wheel, where possible and shall indicate the direction of opening (or closing).
- All piping and hoses shall be marked at each termination and at each watertight bulkhead or deck penetration to indicate service and flow direction.
- All electrical equipment shall be provided with standard label plates indicating manufacturer, model number, capacity, and operating voltage, current, etc. All breakers shall be labeled.
- Power distribution wiring shall be marked to indicate phase and polarity. All cables shall be suitably identified throughout their length with cable tags identifying the circuit designation. The tags are to be fabricated from strip aluminum or bronze.

B. DRAFT MARKS

The draft of the vessel over the lowermost projection shall be indicated on the port and starboard sides of the bow and stern by means of 0.188” thick sheet numbers 6 inches in vertical projected height, continuously welded to the hull. The bottom of the figures shall correspond to multiples of one foot of draft. All figures shall be painted white.

C. VESSEL IDENTIFICATION

The name of the vessel, in 8-inch high Gothic block capital letters, cut from 0.188" sheet, shall be continuously welded to plates of suitable size which shall be mounted on brackets on the port and starboard sides of the pilothouse top. The surfaces of the plates shall be painted old ivory and the letters black.

The title "U.S. ARMY CORPS OF ENGINEERS," in Gothic letters 6 inches high, cut from 0.188" sheet, shall be welded on the port and starboard sides of the hull so the tops of the letters are about 15 inches below the deck and end about 10 feet aft of the bow. All letters shall be painted white.

The name of the vessel, in plain white letters 7 inches high and 0.188" thick, shall be continuously welded to the stern with the words RACINE L & D beneath, in sheet letters 4 inches high and 0.188" thick. The vessel name will be provided after award of contract by the COR.

All letters shall be painted white. The letters shall be Gothic block capitals and shall be centered on the stern with 3-inch spacing between the lines.

D. COMMUNICATIONS MARK

Two Corps of Engineers "Communications Mark" devices shall be fabricated and installed on the deckhouse sides (one port and one starboard). This Communication Mark is detailed in SECTION J.

The castle of the insignia (without the border band) shall be made of aluminum plate, 1/4-inch thick and shall be attached to the 3/8-inch aluminum backing plate with 2-inch long aluminum standoffs. The edges of the plate shall be ground smooth. The background shall be coated with red Scotal Adhesive (color "Pantone 032").

The Communications Mark shall be approximately 3 feet across and be as high as necessary to maintain the appropriate proportions required.

C470 COMMUNICATIONS EQUIPMENT

A. GENERAL

Appropriate navigation lights and shapes shall be provided, per the USCG Navigation Rules.

No radar equipment is required.

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The contractor shall provide a blank console in the Pilothouse for future installation of communication and navigation equipment. The contractor shall coordinate the final console arrangement with the COR. The contractor shall provide an empty wireway for antenna cabling to be run through the top of the Pilothouse.

B. VHF RADIOS

Space shall be provided for two GFE VHF Marine Transceivers complete with all hardware and deckhouse roof mounted whip antennas. The radios shall be located in the Pilothouse with easy access from the operator's position. The Contractor shall install the radios.

The VHF Marine Transceivers shall be hardwired into the power supplied from the 12 VDC battery bank.

C. AIR HORN

One air horn system complete with 24 VDC compressor, air line and horn button similar to KAHLENBERG model "D-0" at the helm shall be furnished and installed.

C600 MACHINERY

C601 GENERAL

A. MACHINERY - GENERAL

All machinery systems shall be in accordance with the regulatory bodies previously specified, and shall also comply with additional regulatory bodies where specified. References made to specific sections of codes, rules and standards in these specifications are intended to emphasize specific salient items.

All equipment shall be rated for marine duty service.

All equipment needing electrical power shall be supplied with 120/240 volt AC service unless specified otherwise.

All pumps are to be provided with mechanical seals.

Machinery guards shall be provided over all rotating and hazardous machinery. The guarding shall be consistent with that required by the U.S. Army Corps of Engineers, "Safety and Health Requirements Manual."

Manufacturers' recommendations, concerning fabrication and installation, shall be followed in addition to these specifications.

B. PRESSURE AND TEMPERATURE GAUGES

All pressure gauges shall give readings in psig and all pressure gauges shall be selected so the operating point is in the middle of the gauge range. All temperature gauges shall give readings in degrees Fahrenheit. All gauges shall be fitted with gauge isolation valves.

Pressure gauges shall be provided on the discharge side of all pumps, and pressure/vacuum gauges shall be provided on the suction of all positive displacement pumps.

Temperature gauges shall be provided on all piping which transfers a medium in excess of ambient temperature.

C. PIPING - GENERAL

Piping shall be sized and arranged to obtain optimum operating conditions for the equipment and intended service. Items of piping not covered in these specifications, but necessary for proper installation and operation shall be furnished and installed the same as if specified.

System design shall route all piping as directly as practicable; shall not interfere with structure, machinery, accesses or handling gear; and shall be sufficiently flexible and supported to account for thermal expansion, shock, vibration and working of the vessel. Wherever practicable piping shall be run below grating levels.

A sufficient number of unions and/or flanges shall be installed in all pipelines to permit dismantling of the lines and equipment. Valves shall be installed in sufficient quantity to isolate any piece of equipment in the systems.

Sufficient drains shall be provided to permit draining of all lines with the vessel in an even or normal trim condition. The drains shall be provided at low spots in the piping, located so that they will be readily accessible. Screwed plugs shall be brass in all piping systems.

Pipes passing through watertight or oil-tight bulkheads shall be made of extra heavy pipe in that section. Where pipes pass through watertight bulkheads or decks, the penetrations shall be made watertight. Where pipes of non-aluminum material pass through watertight bulkheads or decks, the penetrations shall be made watertight with suitable compression-type stuffing tubes.

Heat sensitive materials shall not be used in piping systems that penetrate watertight subdivisions where deterioration of such systems would, in event of fire, impair the watertight integrity of such bulkheads. Copper tubing that penetrates watertight bulkheads and decks shall use a suitable stuffing tube. Spool pieces with flanges shall be provided for all galvanized pipe penetrations to prevent the destruction of galvanizing due to welding.

All piping exposed to weather and carrying freezable fluids shall be electrically heat traced, except that the firemain piping may be designed such as to be a dry system when not pressurized. Freeze protection shall be provided by installing drain plugs at all low points in all piping carrying freezable fluids.

All piping between the side shell and the first inboard valve shall be schedule 80. Fastenings for valves at the hull connections and sea chests shall be stainless steel. All tank penetrations shall be schedule 80 welded couplings unless specified elsewhere.

When three or more valves are located together for the same service they shall be combined in a manifold.

Manually operated valves shall be readily operable by one man, directly or through mechanical advantage type operators.

D. PIPING RESTRICTIONS

Piping shall not be run over or in the vicinity of switchboards or other electrical equipment unless unavoidable, in which case flanged joints, valves, etc. shall not be installed in the vicinity.

Piping conveying flammable materials shall be routed to avoid being located adjacent to or over hot surfaces, unless adequately shielded.

E. PIPE HANGERS

Rigid hangers shall be designed and located in accordance with ASTM Designation: F 708 - 81 (Reapproved 1991). The hangers shall safely support the weight of the piping, its operating or test fluid (whichever is heavier), and its insulation and lagging (where installed).

The number of supports installed, the type selected and their location shall prevent excessive vibration of piping under all system operating conditions, but they shall not constrain the piping to such an extent as to cause excessive transfer of load from support to piping or from support to support. The location and type of support selected shall prevent excessive stress from being transmitted by the piping to machinery, equipment, or ship structure.

Hangers for copper pipe or tubing shall be lined with plastic. Non-ferrous metal pipes shall be insulated from direct contact with any structure.

F. PIPE CLEANING

All piping, piping appurtenances and applicable equipment shall be thoroughly cleaned after fabrication and prior to installation in the vessel. After complete installation, each system shall be thoroughly cleaned and flushed of all foreign matter with the applicable system's medium, or an approved substitute.

System flushing shall be conducted at the applicable system's maximum operating pressure and temperature, and above normal line velocity. However, prior to flushing operations, such units as heat exchangers and control valves, having in-line mechanisms capable of trapping or being affected by the carry-over of foreign matter, shall either be removed or blanked-off and bypassed.

C605 PROPULSION DRIVE SYSTEM

A. MAIN ENGINE AND GEARS

The Propulsion Drive System shall consist of two, matching, marine-type, diesel engines of United States manufacture. Each engine shall be rated at a minimum of 275 BHP each at their continuous rating and shall include reduction gearing (3:1 minimum ratio) rated for workboat service of approximately 1500 hours per year. The propulsion system shall be optimized for a 4 mph towing condition.

The main engines and gearing are to be of proven reliability and performance.

A “closed loop” cooling system is required. No raw water shall enter the vessel for the purpose of engine cooling.

Each main engine shall be provided with the following features and options:

- Same rotation
- Set up for battery start
- Set up to drive the steering system hydraulic pumps
- Provided with fuel oil and lubricating oil filters
- Equipped with a crankcase vent filter/collector system similar to a NELSON EcoVent Recirculator. The EcoVent outlet shall be connected to the engine air inlet flow. Each EcoVent shall be supplied with a manometer and the drain line shall be returned directly to the engine oil sump, below the oil level.
- Turbocharger and exhaust manifolds shall be insulated or jacketed to maintain an outer skin temperature of less than 125 degrees F.
- Engine overspeed protection shall be provided in accordance with ABS Rules.
- The water, lube, and fuel lines to all engine connections shall be fitted with USCG approved flexible connections.
- A duplex Racor primary filter – separator.
- Each main engine oil sump shall be fitted with a ball valve and quick disconnect fitting so that oil can be added to or drawn from the sumps.
- Provided with a full-length drip pan under the engine.
- Inboard access for local (engine mounted) instrumentation panel and inboard access for engine maintenance points (dipsticks, etc.).
- Supplied with lifting eyes and mounting support. The Contractor is responsible for supplying suitable foundations for the engines and marine transmissions.
- Two sets of manuals shall be supplied for the engines and the gears.

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A local instrumentation and alarm panel and a duplicate pilothouse instrumentation and alarm panel shall be provided for each engine.

The following minimum electric instruments for each main engine shall be mounted locally and in the pilothouse console:

- Tachometer
- Lube oil pressure gauge
- Jacket water temperature gauge
- Transmission oil pressure gauge
- Alternator output ammeter
- Hour meter

The following minimum alarms for each engine shall be provided:

- Low lube oil pressure
- High jacket water temperature
- Engine overspeed

The engines and all associated equipment shall be installed in strict compliance with the engine manufacturer's recommendations, and the installation shall be approved by the manufacturer's authorized representative.

An authorized representative of the engine manufacturer who will activate the warranty in favor of the USACE shall do Engine/gear start-up and checkout.

The engine ratings and gear selection shall be consistent with commercial warranty.

Each gear shall be capable of handling the full horsepower of each main engine in both ahead and astern operation.

Reverse/reduction gears shall have hydraulic clutches.

Gears shall be arranged for propellers to turn outboard (starboard clockwise and port counterclockwise) as viewed from astern while going ahead.

B. ENGINE AND GEAR CONTROLS

Engine throttle and clutch controls shall be single lever controls.

The "clutch disengage" option shall be provided for both engines.

C. TORSIONAL VIBRATION ANALYSIS

The engine, reduction gear, shaft and propeller system for each main engine shall be checked for torsional critical speeds in accordance with ABS requirements. No "barred ranges" shall be present in the operating range from 600 to 2100 engine RPM. If the Contractor's analysis indicates that there are critical speeds in the operating range, the COR shall be immediately notified with documentation of the problem.

D. PROPULSION SYSTEM ALIGNMENT

All propulsion system final alignment shall be performed with the vessel completely afloat at normal load displacement.

The Contractor shall perform the alignment in accordance with the engine and gear manufacturers' requirements, ABS requirements, and in the presence of the COR.

C610 SHAFTING SYSTEM

A. PROPELLERS

The tailshafts and propellers shall be certified by ABS. Propellers shall be sized for maximum thrust at low speeds for maneuvering with barges.

Propellers shall be of opposite hand rotation outboard at the top, and of design, diameter and pitch that will give the specified performance of the towboat without overloading the propulsion engines. The vessel's propeller design shall be optimized to absorb maximum continuous rated engine horsepower and RPM at a 4 mph towing condition.

Propeller material shall be ABS Type 4 NIBRAL or ABS/ASTM A-743, Grade CF-3. Propeller manufacturing tolerances shall be in accordance with ISO R484 Class II. The propellers shall be finish bored and balanced.

The propeller tips shall clear the hull plating by at least 10% of the propeller diameter.

B. PROPELLER SHAFTS

The propeller shafts shall be ABS Material and sized for the propeller and engine selected. Shaft ends shall be tapered and key seated for propellers in accordance with SAE J755, and fitted to companion flanges at the gears.

C. SHAFT SEALS

Shaft seals and stuffing box shall be provided and be similar to JOHNSON air seal.

D. SHAFT BEARINGS

Propeller shaft bearings shall be synthetic rubber, water-lubricated, with non-metallic sleeves. Bearings shall be provided at stern struts and shaft logs.

E. SHAFT STRUTS

Shaft struts shall be provided as required. Shaft struts supports shall be run through the hull plating and be welded to structural members. Doubler plates shall act as closure plates around the strut arms.

C612 RUDDERS

Two steering rudders and four flanking rudders shall be provided and installed.

Rudders shall be fabricated from steel. Each steering rudder stock shall be centered approximately 3 inches outboard of the propeller shaft centerline so that the propeller shaft may be pulled without removing the rudder. Rudder tubes, bearings, and stuffing boxes' are to be designed for the service intended.

C615 STEERING SYSTEM

The steering system shall be electronically controlled. The steering and flanking control system shall be full follow up. The steering system shall be protected from the weather and enclosed. Steering gear and rudder stock shall be ABS certified.

The Contractor shall provide and install one hydraulic power unit located in the lower engine room between the main propulsion engines. The hydraulic power unit shall service both the steering rudders and the flanking rudders. The power unit shall include redundant pumps and selector switch in the pilothouse. Either pump operating alone shall meet the rudder speed requirements stated below.

The hydraulic system pumps shall be driven off of the port and starboard main engines. See Clause C605. The pumps driving the hydraulic system shall provide sufficient power for 11-second rudder travel time from hard-over to hard-over full vessel speed, flanking and steering simultaneously.

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A 2-inch deep drip pan shall be fabricated around the hydraulic reservoir.

Separate control valves shall be supplied for the steering and flanking rudders. Both the steering control valve and the flanking rudder control valve, and their respective remote follow-ups, shall be powered from the DC electrical system.

C630 FUEL OIL SYSTEM

The fuel system shall be capable of being gravity filled from a fuel truck on shore. Fuel tank vents and valved fuel fill connections shall be located in outside stations, both port and starboard, on the main deck. Each fuel station shall be protected by a 21-gallon steel spill containment device having a drain plug, hinged cover and adequate ventilation for when the cover is closed.

Fuel supply and return piping shall be schedule 40 black pipe. Connections to the engines will be flexible fuel hoses to be supplied with the engines.

Each fuel tank suction connection shall be fitted with a shut-off valve remotely operable from the main deck outside the deckhouse. The valve shall be labeled "FUEL SHUTOFF."

C640 ENGINE COOLING SYSTEM

All diesel engines shall be closed-loop, grid cooled. Raw water shall not enter the vessel for engine cooling. The contractor shall determine if an auxiliary expansion tank is required on any of the engines and provide if necessary.

C645 RAW WATER SYSTEM

The Contractor shall provide an electrically driven centrifugal pump for the raw water deck wash down system. The pump shall be similar to a Worthington Model D824 Pump with a capacity of approximately 100 GPM at 160 feet of head. The pump and motor shall be furnished as a matched set from the pump manufacturer.

The wash down system pump shall draw raw water from an intake on the sea chest located so as to be capable of drawing water in the light-ship condition. The contractor shall provide a stainless steel ball type shut off valve at the intake and a duplex strainer.

Piping shall be a minimum diameter of 1-1/2 inch I.P.S.; with welded or threaded connections with take down joints located as required for easy disassembly at fittings.

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The discharge header shall be split with a tee to send water to two wash down system stations on deck, one forward and one aft.

Each wash down system station shall be fitted with 25-foot length of 1-1/2 inch lined polyester hose and hose stowage rack. Each hose shall have a 1/2-inch brass nozzle capable of being adjusted to provide a combination fog and straight stream flow.

C660 BILGE SYSTEM

A. GENERAL

The primary bilge system shall consist of an electric driven pump and a suction manifold with pipes led to each compartment. The pump shall discharge water overboard. In addition, each compartment will be provided with a 12 VDC electric submersible bilge pump with automatic float switch. A portable hand bilge pump shall also be provided.

B. MAIN ELECTRIC BILGE PUMP

The main electric bilge pump shall be a 1-1/2 inch self-priming centrifugal pump, with bronze housing and impeller, powered by a 120 VAC, 3/4 HP electric motor. The pump shall deliver approximately 50 gallons per minute against a head of 20 feet.

C. BILGE SYSTEM PIPING

Branch suction lines to each compartment shall be schedule 40 piping, and each shall terminate at the low point of the compartment with a suction strainer and bellmouth. The manifold shall contain stop and check valves for each branch line.

Starting switches for the bilge pump shall be mounted above the bilge manifold.

After installation, the bilge system piping shall be pressure tested to 35 psi.

D. ELECTRIC SUBMERSIBLE BILGE PUMPS

One automatic, 4000 GPH, 12 VDC bilge pump shall be located in the low point of each watertight compartment, except for the forepeak compartment. Each pump discharge will be piped overboard with reinforced hose, which shall run continuously uphill from the pump to a through-hull fitting located at least 6 feet above baseline.

E. GLAND LEAK SUMP AND PUMP

Sumps shall be provided to contain leakage from the shaft glands. Leakage from each side shall be piped to collect in a sump with an automatic pump, which shall discharge overboard through hose.

F. HAND PUMP

A USCG-approved brass portable hand-operated bilge pump shall be provided for emergency use.

G. BILGE ALARM SYSTEM

Provide and install a bilge alarm system. Bilge level sensors shall be installed in all compartments served by the bilge system. Included shall be a monitoring panel with audible and visual alarms in the pilothouse and a visual alarm (red light) on the pilothouse top. The monitoring panel in the Pilothouse shall be provided with a silencing button for the audible alarms in the panels.

C665 POTABLE WATER SYSTEM

A portable potable water supply tank, nominally 5 gallons, shall be provided to supply water to the sink in the head. The tank may be mounted above the sink to gravity-feed water to the sink, or a small pressure set may be provided. Another portable tank, nominally 5 gallons, shall be provided to drain the sink. The two portable tanks shall be capable of being easily removed from the vessel.

C667 SANITARY & SEWAGE SYSTEMS

The contractor shall provide an electric incinerator toilet and proper outside venting, as per manufacturer's instructions.

C677 CO₂ FIRE EXTINGUISHING SYSTEM

A. PORTABLE FIRE EXTINGUISHERS

U.S. Coast Guard-approved dry chemical fire extinguishers shall be provided and installed as required.

B. CO₂ SYSTEM

Provide and install an approved CO₂ system for the engine room. The system shall be equipped to shut down the engine room ventilation system when activated.

C685 HEATING, VENTILATION AND AIR CONDITIONING SYSTEM

The vessel shall be equipped with a mechanical ventilation (supply and exhaust) system for the engine room, head and storage space. The engine room ventilation shall consist of a supply fan and an exhaust fan sized to provide at least 2 air changes per minute.

A 1-ton DX type heat pump shall be provided in the Pilothouse. The vent shall be provided with an electrical resistance heating coil.

The system shall be air-source, not water-source.

Electric heat shall be provided in the engine room to provide freeze protection during periods of equipment shutdown. This heat is to maintain freeze protection within the space, and is in addition to the engine block heaters.

C700 ELECTRICAL

C701 GENERAL REQUIREMENTS

All materials and equipment shall be new and approved for marine service and shall be installed in accordance with the applicable rules and regulations (Clause C003).

All circuit breakers located in the engine room shall be rated for 50°C Ambient service.

All electrical junctions, connections, switches and outlet boxes shall be bronze.

All electrical equipment furnished shall be the approval of the Underwriter's Laboratories, Inc. where applicable.

Connections to equipment and terminal boards shall be made with compression type connectors.

The vessel's hull shall not be used as neutral (negative) or as the return leg for any AC or DC circuit.

Compression terminals shall be used for all control terminations. Ends of all cables shall be seal welded against moisture by taping in combination with insulating compounds or other MDC approved methods.

Equipment shall be located and orientated as conveniently as practicable for operation and maintenance. All equipment shall be accessible for removal, servicing and adjustment without dismounting or removal of other equipment.

C705 ELECTRICAL SYSTEMS

A 120/240 VAC System shall be provided, powered by a diesel generator, supplying power to barge winches, heating and air conditioning, battery chargers, lighting, receptacles, pumps and other equipment as determined necessary.

Two 24-volt DC systems shall be provided for all DC loads in the vessel:

- One system shall be provided for starting the diesel PORT Main Engine and for 24-volt DC backup power.

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- The second 24-volt DC system shall be provided for starting the diesel STBD Main Engine and all accessories required for normal vessel operation.

Each system shall consist of a battery bank, with each battery bank being composed of two 12-volt batteries connected in series. Each battery bank shall be located in the Generator Room in a vented, high-density polyethylene box with a lockable hinged door. All batteries provided shall be suitable for marine use and shall be rated for a minimum of 200 ampere-hours.

Two dual, self-regulating, battery chargers with ammeters shall be provided for charging each 24-volt DC battery bank from the 240/120 volt AC distribution system. Charging of each 24-volt DC battery bank shall also be accomplished by 24 VDC generator alternator located at the port and starboard Main Engine.

The battery chargers provided shall be similar to a NEWMAR, model HDM (UL listed) with dual output. Fail safe/isolators and noise filters shall be provided as needed to satisfy the DC system circuit requirements.

The Contractor shall provide and install two DC-to-DC converters. Each converter shall be connected to a 24 volt DC power source. The converters shall allow for the conversion of 24 volt DC to 12 volt DC in order to supply power for the 12 volt DC panel.

Battery selector switches shall be provided and installed for the 12-volt DC and 24-volt DC panels.

C710 LOAD ANALYSIS

An electrical load analysis shall be performed for both the AC and DC systems to determine power requirements. A contingency of 10-15% should be added in to consider possible additional power requirements in the future.

C720 ONE LINE DIAGRAM

The Contractor shall develop separate one-line diagrams for the entire electrical system, one for the AC system and one for the DC system(s). The one-line diagrams shall be submitted to the Government during the Engineering phase.

Catalog cut-sheets for equipment shown on the one-line diagrams shall be submitted with the one-line diagrams.

C725 CABLING

All cables, equipment, materials and installations shall be in accordance with all applicable rules, regulations and recommendations set forth by the previously specified regulatory bodies.

Cables shall be run as directly as practical and shall be neatly installed in hangers or trays. Wire ties shall be metal. Cables shall be supported at no more than 14-inch intervals on horizontal runs and 18 inches on vertical runs.

Cables that run through the deckhouse and Pilothouse shall be concealed behind the panel system. Cables installed behind the panel system shall not be installed behind or imbedded in any insulation. All other wiring shall be surface mounted.

Cables that may be injured by operation of any machinery shall be protected by removable plates, pipes or other approved means.

Cable penetrations through all watertight bulkheads shall be made using NELSON type "Multi-Conductor Transit" (MCT) devices or watertight stuffing tubes. Cables shall not be installed through inaccessible voids, tanks or bilge space. Spare bulkhead penetrations (20% extra) shall be provided for future additional cable runs.

Soldering shall be performed only with resin or other neutral flux. Ends of all wires not tinned by the cable manufacturer shall be tinned before securing to terminals or before applying terminal connectors. Solderless terminal connector shall be used wherever practicable. Terminals or lugs that are to be soldered to cable ends shall first be cleaned and tinned or treated with a neutral flux to ensure a good bond. Wire nuts shall not be used for joining wires.

Individual conductor color codes shall be consistent throughout the vessel and shall be in accordance with ABYC standards where possible. Where ABYC standard colors are not possible, each end of the conductor shall be taped or coated with a section of the appropriate color.

C730 LIGHTING AND RECEPTACLES

A. LIGHTING

A complete lighting system shall be provided to include fluorescent, ceiling-mounted fixtures for interior lighting and incandescent, watertight fixtures and flood lights for exterior lighting.

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All fixtures shall be made of corrosion resistant materials suitable for marine use and shall be spaced evenly to provide proper distribution of light. Fixture installation shall be such that the low point of all ceiling mounted fixtures is above 7'-6".

All lighting switches shall be marine type, weathertight where required by location, and shall be mounted for convenient operation.

Interior lighting fixtures shall be fluorescent, ceiling mounted fixtures, controlled by a switch at each entrance. Fluorescent type lamps shall be rapid start and cool white.

A single red light for night vision shall be provided and installed in the Pilothouse. A control switch shall be provided adjacent to the control console.

Exterior deck lighting shall consist of watertight fixtures, installed along each side of the deckhouse. A single switch located in the Pilothouse shall control the exterior lights.

A complete floodlight system shall be provided, consisting of weathertight fixtures, to illuminate the entire weather deck. Individual switches in the Pilothouse shall control the floodlights.

Four floodlights shall be installed, one on each corner of the deckhouse.

The vessel shall be furnished with a complete system of navigation lights in accordance with applicable USCG Rules.

A single 12-inch diameter, 500W 12VDC incandescent searchlight shall be provided and mounted on the roof of the Pilothouse. The searchlight shall be furnished with controls that extend through the roof, for operation in the Pilothouse. The beam size and direction shall be adjustable from the operator's control station in the Pilothouse.

B RECEPTACLES

All 120 VAC receptacles shall be grounded, and rated for 20 amps. Wiring shall be a minimum of 12 AWG.

At least two duplex receptacles shall be provided in each of the following compartments; Pilothouse, storage/head, and the engine room. Each compartment shall be provided power via a separate circuit. Also, two exterior duplex receptacles shall be provided at the main deck level, one on each side of the deckhouse, to be located by the COR during the engineering phase.

GFCI type A receptacles shall be provided in the head, in the engine room and on the weather deck.

C733 ELECTRICAL POWER PLANT

Instrument and alarm panels shall be provided and installed in both the Pilothouse and the engine room to monitor the performance of the diesel generator engine. The Pilothouse panel shall contain switches for preheating, starting and stopping the engines; gauges for lube oil pressure and jacket water temperature, and alarms for low lube oil pressure, high jacket water temperature and engine overspeed.

The diesel generator set shall be a 4-cycle marine type, built to ABS rules. The diesel generator shall have continuous rating of 15 kW minimum as determined by the final Load Analysis at 0.8 power factor at 60 Hz and 1800 rpm. The generator shall be set up to supply 120/240 volt AC, 1-phase, 3-wire, 60 Hz electrical power.

The diesel engine and generator shall be provided with the following features and options:

- The genset shall be set up for closed-loop, grid cooler (FERNSTRUM-type), cooled engine.
- The generator shall be provided with a brushless excitation system and an automatic solid-state voltage regulator.
- The engine shall be equipped with a crankcase vent filter/collector system similar to a NELSON EcoVent Recirculator. The EcoVent shall be supplied with a manometer and the drain line shall be returned directly to the engine oil sump, below the oil level.
- The water, lube, and fuel lines to all engine connections shall be fitted with USCG approved flexible connections.
- The generator shall have a steel base frame with drip pan.
- The generator and engine shall be mounted on elastomer vibration mounts in order to isolate engine vibration. Vibration mounts shall be sized for maximum 20 percent transmissibility.
- The diesel generator shall be provided with a jacketed manifold and dry exhaust system.
- The diesel generator shall be set up for battery start.
- The generator shall be provided with an electric heater.
- Access to the local (engine mounted) instrumentation panel and engine maintenance points (dipstick, etc) shall be on the side of the genset which provides easiest access for maintenance.
- Two sets of manuals shall be supplied for the diesel generator.
- The fuel line shall be provided with a primary Racor filter-separator.
- An acoustic enclosure shall be provided for each generator.

C740 SWITCHBOARD

The switchboard is to be of commercial marine grade construction suitable for the intended use.

The switchboard shall have the necessary control, detection, protection, instrumentation, inputs/outputs, and all other functions required by the system and regulatory bodies.

The switchboard shall have 6 spare circuit breakers for future growth.

C745 PANELBOARDS

AC Panel boards shall be used to supplement the distribution section of the switchboard for all of the electrical loads on the vessel. The number and ratings of the panel boards shall be selected based on the present total load requirements. Panel boards shall be located so that they are readily accessible. The panel boards shall be dead front circuit breaker type equipped with molded case circuit breakers.

The panel boards shall have 6 spare circuit breakers for future growth.

The DC distribution panel board (12 VDC and 24 VDC) shall include but not limited to the following components and features:

- Power available light for the system
- Battery selector switch between port and starboard battery banks
- Line voltage meter
- Load current meter
- Power available light for each load

C750 MOTORS & CONTROLLERS

All motors shall be drip-proof protected or waterproof, as appropriate for their location, and sized and designed for continuous operation of the driven auxiliary at rated capacity.

Motor bearings shall be of the factory lubricated anti-friction type.

All motor circuits shall have motor feeder short-circuit and ground-fault protection, disconnect means, motor branch-circuit and ground fault protection, manual reset motor overload protection, and integral start/stop push-button set.

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Controllers arranged for automatic or remote operation shall also be provided with Hand-Auto or Local-Remote selector switch. Exterior mounted controllers shall be mounted in weathertight enclosures. Controllers for all of the motors shall be full-voltage magnetically operated type.

C760 SHORE POWER

The available shore power is 50 amp, 120/240 volt 60 Hz, 1 phase, and 3 wire.

The shore power shall be connected to the vessel through a fixed connection. There shall be one such connection in the aft bulkhead of the deckhouse. The connection shall be hard wired directly to a junction box with disconnect located adjacent to the connection. A warning sign shall be provided on the bulkhead identifying the correct sequence for connecting shore power.

**PART I - THE SCHEDULE - SECTION D
PACKAGING AND MARKING**

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PART I - THE SCHEDULE - SECTION D PACKAGING AND MARKING

D01 PACKAGING & MARKING

The packaging of all Spare Parts is the responsibility of the contractor.

"Consumables" such as bulbs, filters, paint and hardware shall be packaged for storage inside a warehouse.

"OUTSIDE" spare parts shall be fitted with contractor furnished pallets, or fixtures to raise them off the ground during storage and provide a lifting rig for moving them by crane, forklift and truck.

All Spare Parts and materials will be marked or labeled by the contractor.

All outside spare parts and materials will be marked with a stencil, in paint of a contrasting color, in at least three places, with letters not less than 3-inches high, with the following information:

VESSEL NAME
NAME OF PART (COMPLETED BY THE CONTRACTOR)
DRAWING REFERENCE (COMPLETED BY THE CONTRACTOR)
MANUFACTURER (COMPLETED BY THE CONTRACTOR)
YEAR OF MANUFACTURE (COMPLETED BY THE CONTRACTOR)
OTHER IDENTIFYING INFORMATION

All protected spare parts and equipment shall be fitted with a plastic name tag, engraved plastic nameplate or other device acceptable to the Contracting Officer's Representative with the following information completed by the contractor:

NAME OF PART & PART NUMBER
NAME OF EQUIPMENT OF WHICH ITEM IS A PART
DRAWING REFERENCE
MANUFACTURER
YEAR OF MANUFACTURE
OTHER IDENTIFYING INFORMATION

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PART I - THE SCHEDULE - SECTION E
INSPECTION AND ACCEPTANCE

E01 INSPECTION

The contract will be managed by the Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) and is subject to inspection by its appointed representatives to insure strict compliance with the terms of the contract. No Government Representative, except the Contracting Officer, is authorized to change any provision of the specifications, nor shall the presence or absence of a Government Representative relieve the Contractor from any requirements of the contract.

The Contractor shall provide gas-free and oxygen level certificates for all compartments prior to permitting entrance for work or inspection. This procedure shall be reflected in the Contractor's Quality Control plans.

E02 LAUNCHING

The Contractor shall be responsible for the satisfactory launching of the vessel at the time and date selected and mutually agreed upon by the Contractor and the COR.

The Contractor shall provide a written notice to the COR 7 calendar days prior to the launching. Prior to launching, all painting below the main deck (interior and exterior) must be completed. The Contractor shall schedule 3 days between hull inspection and launch to allow any new paint on the hull interior and exterior to cure properly.

E03 QUALITY CONTROL AND INSPECTION

A. GENERAL

After Notice To Proceed with "PLANNING" (Phase I) the Contractor shall develop a Contractor Quality Control (CQC) and Inspection Program for the work required in this contract. This program shall

- a. Define the review and correction process for all "Engineering and Scheduling" phase submittals.
- b. Define Contractor tests and inspections to be accomplished for each work item of the contract.

- c. Be commensurate with the complexity of the work in the specification and adequate to assure the Contractor that the product or subproduct offered conforms to the requirements of the contract.
- d. Be available to the Contracting Officer's Representative at all times and contain recorded data of all Contractor conducted inspections and tests conducted to date.
- e. List by name and title, the Contractor Representatives who are authorized to witness or perform and sign for each test and inspection.

The following are the minimum requirements for data to be recorded:

- a. Type of inspection or test (e.g., visual, mechanical, liquid penetrant, radiographic), accept/reject criteria, and a statement as to whether the inspection was satisfactory or unsatisfactory.
- b. Number and type of deficiencies of material or workmanship found in the product or subproduct inspected and corrective action taken to correct the deficiencies and to preclude recurrence.
- c. Date and signature of the Authorized Contractor Representative who witnessed or performed the test or inspection.

Responsible authorized personnel shall inspect the work in progress and all completed work, conduct necessary tests and record the data required. An Authorized Contractor Representative shall sign the records attesting to the validity of the information. Contractor certified inspection is an integral part of all work, therefore the COR will consider the entire contract incomplete if Contractor documentation and records signed by the Contractor's Authorized Representative are not complete.

B. SUBCONTRACTORS

Work subcontracted and/or performed away from the shipyard is covered by this inspection system. The prime Contractor cannot delegate the authority to witness or perform, and sign for tests and inspections conducted away from the shipyard, without approval of the COR.

If the subcontractor has an established Quality Control program with designated organization and personnel, the prime Contractor may designate an appropriate individual in that organization as his authorized representative. Such designation shall clearly indicate that the individual is an employee of a subcontractor and his appointment shall be subject to the approval of the COR.

C. TESTING

When any workmanship, material, or apparatus fails to pass any test or inspection, it shall be fully retested only after all known faults have been eliminated. Where directed by the COR, such failed material or apparatus shall be completely removed from the work and renewed. Any defects in workmanship or material shall be remedied by the Contractor at no additional cost to the Government, except where work was performed on material furnished by the Government.

E04 FACILITIES FOR PERSONNEL

While it is not intended that the Marine Design Center will have a Resident Engineer's Office, the Contractor shall provide office space for use by a Marine Design Center staff of two.

The space shall be convenient to the work site and consist of a desk, chair, one commercial telephone, access to the Contractor's telephone system, and one drawing table suitable for layout of drawings for study. The commercial telephone shall have speakerphone capability. The space shall be air conditioned, heated, ventilated, well maintained and well secured, and be convenient to toilet and shower facilities. The space and facilities shall be suitable for both male and female staff.

Government Representatives attending the construction may bring with them communication equipment, cameras, and various items of test equipment. The Contractor shall permit unencumbered ingress and egress to and from the shipyard and the vessel with such equipment.

Upon request, the Government representative shall have the unrestricted use of a facsimile machine, photocopier, word-processing equipment, paper, supplies, etc.

In addition, the Contractor shall furnish two parking spaces within the shipyard, in safe locations and accessible to the assigned offices.

E05 TRIALS, TESTS AND DEMONSTRATIONS

A. GENERAL REQUIREMENTS

1. Levels of Testing

The Contractor shall perform tests on all equipment, machinery, and systems; individually, and integrated as a whole. The tests shall be performed as necessary to demonstrate satisfactory compliance with the Specification requirements contained in Section C, "DESCRIPTIONS/ SPECIFICATIONS/WORK STATEMENTS," of this Contract.

The Contractor shall perform five levels of testing as follows:

Level 1Pre-Trial Tests
Level 2Builder's Dock Trials
Level 3Dock Trials
Level 4Open Water Trials
Level 5Final Acceptance Demonstrations

All demonstrations, tests, and trials shall be performed as specified herein and as specified in Contract Section C. The Contractor shall furnish all labor, materials, tools, and test equipment as necessary and perform the testing, trials, and demonstrations specified.

2. Consumables and Operating Fluids

The Contractor shall furnish all fuel oil, hydraulic oil, lubricating oil, engine anti-freeze, treatment chemicals, degreasing agents, gases, potable water and any other consumables required to perform the tests and demonstrations.

3. Test Agenda and Test Memoranda

The Contractor shall prepare an Agenda and Test Memoranda of the required tests and trials in accordance with the requirements set forth herein. Two copies of the Agenda and Test Memoranda shall be submitted to the COR for review and approval prior to the Construction Phase (Phase 3) of the contract (see Clause HO2).

a. Test Agenda

The Contractor shall prepare a Test Agenda for Level 3 and 4 Tests and Trials. The Agenda shall be a complete, detailed schedule of all tests, trials and demonstrations specified in this clause. The Test Agenda shall be arranged by day, not date, and shall list the specific tests, trials, and demonstrations, and the sequence in which these will be performed.

b. Test Memoranda

The Contractor shall prepare Test Memoranda for all systems and equipment tested under the Levels 1, 2, 3, 4, and 5 test and trial requirements of this clause.

The test memoranda shall describe the actual test procedures, and data to be taken. The procedures shall be in accordance with the "start-up" procedures for the equipment, as delineated in the operating manuals furnished for the equipment by the manufacturer. The Contractor shall incorporate demonstrations of all applicable controls, instruments, and alarms, into each system's Builder's Dock Trials, Dock Trials, Open Water Trials, and Final Acceptance Demonstrations sections of the Test Memoranda. Data recorded in time intervals shall be tabular so that data trends can be easily recognized.

Each test memorandum shall:

- (1) Reference the manufacturer's manual(s) used to format the test procedure.
- (2) Describe instrumentation for each test.
- (3) Include a blank space for relevant nameplate data, ambient conditions, tested parameter values for each time interval, designated values for pass/fail.
- (4) Include signature blocks for Contractor Representative and Government Representative witness signatures, times, and dates.
- (5) Include a space for writing comments.

The Test Memoranda shall be typed on 8-1/2 inch by 11 inch sheets of paper, single side, in three ring notebook, with dividers for each section. Each page shall include the Marine Design Center project number (#2508) at the top.

The memoranda shall be arranged by system and equipment, with each level of testing for a specific system or piece of equipment recorded under the respective heading.

4. Test Reports

The Contractor shall compile the results of all tests and trials in a Test Report in accordance with the requirements set forth herein. Four levels of test reporting are required in accordance with the following schedule.

- a. Within 2 days of the completion of any Pre-Trial test, a copy of the documentation of that test shall be available to the COR for review.
- b. A preliminary Builder's Dock Trial Test Report shall be available to the COR for examination following the successful completion of Pre-Trial Tests (Level 1) and the Builder's Dock Trials (Level 2).
- c. Following the successful completion of Dock Trials (Level 3), the Contractor shall make the Dock Trials Test Report available to the COR for review.

(1) Test Report Requirements (Levels 1, 2 and 3).

The Contractor shall make available a Test Report comprised of the results of all required Level 1, Level 2 and Level 3 tests and trials, and the results of all Vendor's tests. The Test Report shall be the filled-in version of the Test Memoranda. The test report shall be maintained current as tests and test levels progress. The test report shall be furnished in three ring binders, with dividers for each test.

The Test Report, including the results of all Level 1 and Level 2 trials, shall be available to the COR prior to, and during, the Level 3 tests. The Test Report, including the results of all Level 1, Level 2 and Level 3 tests and trials, shall be available for review by the COR prior to and during the Level 4 trials.

The Test Report, including the results of all Level 1, Level 2, Level 3, and Level 4 tests and trials, shall be available for review by the COR prior to and during the Level 5 demonstrations.

(2) Test Report Review and Approval

The Test Report shall be reviewed and approved by both the Contractor and the COR at the conclusion of each level of testing. Review and approval of the Test Report by the Contractor and the COR is a precondition of moving to the next level of testing.

d. Within 10 calendar days following the successful completion of Acceptance Trials (Level 5), the Contractor shall submit the Acceptance Trials Test Report to the COR for review.

(1) Test Report Requirements (Level 5)

The final version of the Test Report, including results of all five levels of the tests and trials, shall be bound in three ring binders and submitted in triplicate, within 30 calendar days following successful completion of the Level 5 demonstrations, and prior to Final Payment.

5. Deficiencies

The COR will compile a list of deficiencies which will be given to the Contractor. All deficiencies shall be corrected. Final Acceptance of the vessel will be made following remedy of all deficiencies.

The successful completion of all tests, trials, demonstrations and remedied deficiencies, shall be determined by the COR.

B. PRE-TRIAL TESTS (LEVEL 1)

The Pre-Trial tests are designed to ensure proper construction, and installation of all equipment, piping, and electrical systems, tanks, and exterior and interior bulkheads. Pre-trial tests shall be performed during the course of construction and prior to the beginning of Builder's Dock Trials (Level 2).

The COR shall be notified at least 24 hours in advance of any such testing and may, at his discretion, send a Government representative to witness any or all tests.

Documentation of all pre-test inspection shall be in accordance with the requirements of Section E03 (Quality Control and Inspection). All deficiencies, including cracks, leaks, grounds detected in new circuits, or poor workmanship shall be corrected prior to commencement of Builder's Trials (Level 2). Pre-trial tests shall include the following:

1. Hull

All tanks and watertight bulkheads shall be tested in accordance with ABS Rules.

2. Superstructure

All weathertight exterior bulkheads shall be hose tested for tightness prior to coating. All weathertight doors, windows, manholes, and hatches, shall be hose tested for tightness.

3. Piping Systems

After thorough flushing, all piping systems shall be hydrostatically tested for leaks at 1.5 times the maximum allowable working pressure for a duration of no less than 10 minutes per test. Each system shall be inspected for leaks at the welds, fittings, hoses, etc.

4. Electrical Cabling

Insulation resistance readings of all installed power and lighting cable shall be taken using a 500 volt megger, and shall be in accordance with IEEE Standard 45, Section 46. The measured cable insulation resistance must meet or exceed the minimum values outlined in the referenced IEEE publication. Also, measure the voltage drop of the longest receptacle circuit. A complete record of all readings shall be kept to assure that all circuits and equipments have been checked.

C. BUILDER'S DOCK TRIALS (LEVEL 2)

Builder's Dock Trials are a preliminary "run-through" of all required Dock Tests (Level 3) by the Contractor. The intent of this testing is to provide both the Contractor and the COR reasonable assurance that all equipment and systems have been thoroughly prepared and are ready for formal testing in Dock Trials (Level 3).

Builder's Dock Trials shall be conducted at the Contractor's facility listed in Section B of the contract. The COR shall be notified, in writing, at least 2 working days prior to the scheduled commencement date of Builder's Trials. The Test Report must be current prior to commencing Builder's Dock Trials.

The trials shall be of sufficient scope and duration to assure that all machinery and equipment is operable and all systems are complete. The trials need not be carried out to the same degree as the Level 3 testing.

D. DOCK TRIALS (LEVEL 3)

Dock Trials are the operability tests the Contractor must perform in the presence of the Government Representative to demonstrate the proper installation, operation, control, and performance of all equipment, machinery, and systems installed as part of this Contract. Specific dock trials and demonstrations are defined in paragraph E.

In addition, each test or demonstration shall include control, instrumentation and alarm operation as applicable.

Prior to the start of Dock Trials, all construction and installations must be complete (except for final cleaning and touch-up painting), and all Level 1 and Level 2 testing must be successfully completed and documented. The Test Report must be current through the two levels of testing and approved by the COR before Level 3 testing can proceed.

Commencement of Dock Trials shall not be sooner than one full working day after completion of Builder's Dock Trials. The COR shall be notified immediately of any condition which would delay the conduct of Dock Trials.

The COR shall be notified in writing 10 working days in advance of the date set for testing. Results of the Level 2 Testing must be faxed to the Marine Design Center at least one day prior to the start of the Dock Trials, if Level 2 Testing was not attended by a Government Representative.

All testing and trials shall be conducted in the presence of a Government representative and any vendor representatives required by the Contract. The tests shall be conducted in accordance with the Agenda.

During dock trials and thereafter, the atmosphere in spaces being prepared for, and preserved by, paints and tank coatings dissolved in highly volatile, toxic, and flammable solvents (29 CFR 1915.35(b)), shall be tested frequently and shall be in accordance with the U.S. Occupational Safety and health Agency Standards regulations stated in CFR 1915.31-36.

Within 24-hours of final inspection, and before any representative of the U.S. Government boards the vessel for such duties, each compartment or space to be inspected shall be certified "SAFE FOR WORKERS" by the National Fire Protection Associations (NFPA) certified Marine Chemist. This means that in the compartment or space so designated:

- a. The oxygen content in the atmosphere is at the least 19.5 percent by volume;
- b. Toxic materials in the atmosphere are within permissible concentrations;
- c. The residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's certificate.

The Contractor shall notify the Government when this certificate has been issued. A vessel will not be inspected and accepted by the Government without an NFPA Marine Chemist certificate for each hull compartment designated "SAFE FOR WORKERS".

The success of all tests and the existence of any deficiencies shall be determined by the COR. Deficiencies shall be remedied prior to start of the Open Water Trials (Level 4).

E. SPECIFIC DOCK TRIALS AND DEMONSTRATIONS

1. MAIN PROPULSION ENGINE

Operate the main engines at full rated RPM for a period of 30 minutes with the vessel pushing against the dock in both the ahead and astern directions. Ensure that the performance of each engine is satisfactory and that no overheating occurs. Record all engine parameters for each engine at 10 minute intervals. Ensure the proper operation of all engine alarms and alarm test circuits. Note any excess hull or propeller vibration, and any engine high temperature alarms or readings. The test shall be performed in a minimum water depth of 10 feet.

2. DIESEL GENERATOR

Operate the generator set at $\frac{1}{4}$, $\frac{1}{2}$, and $\frac{3}{4}$ loads in 15 minute intervals, then increase to a full load condition (with the use of a load bank) until a constant temperature has been reached. All engine and generator parameters shall be recorded at 5-minute intervals for the partial load periods, and at 15-minute intervals for the full load period. Demonstrate the proper operation of all engine alarms and automatic shutdowns.

3. FUEL OIL SYSTEM

Ensure proper flow and return to both engines and the generator during operation. Check for leaks in fuel lines.

4. COOLING SYSTEM

Verify proper cooling water flow takes place during main engine and generator operation. Inspect the system for leaks. Measure and record jacket water temperatures.

5. RAW WATER SYSTEM

Verify the operability of the system during main engine operation. Inspect the system for leaks.

6. STEERING SYSTEM

During main engine testing in the ahead direction, operate the steering rudders from port hard over to starboard hard over, and intermediate positions to simulate normal operation.

During main engine testing in the astern direction, operate the flanking rudders in a similar manner.

7. BILGE SYSTEM

Demonstrate the operation of the bilge system by pumping water from the bilges.

8. HEATING, VENTILATION AND AIR CONDITIONING SYSTEM

Demonstrate the heating system. Operate all ventilation system equipment. Demonstrate the air conditioning system. Ensure proper combustion air is delivered to the engine room during main engine and generator testing. Measure outlet air temperatures at the heating and air conditioning units.

9. CO2 SYSTEM

Demonstrate the proper operation of the system.

10. DECK WINCHES

Operate the deck winches in both directions under power and manually.

11. ELECTRICAL SYSTEMS

Operate all instruments, controls, and alarms on the main switchboard and panels. Operate all lights. Check all receptacles with a 16 Amp load. The drop in voltage on any part of the installation shall not exceed 6%. Perform operational tests on instruments and controls under simulated emergency operations conditions (i.e. no generator).

F. OPEN WATER TRIALS (LEVEL 4)

1. Trial Conditions

Vessel shall be complete and ready for trials with a full fuel tank(s). The trial crew, tools and miscellaneous equipment, shall be aboard. Before conducting the trials, record all fuel tank soundings. Ensure that the bilges are empty.

Record drafts at the draft marks and read the hull freeboards at the four corners. These draft readings shall be used to calculate the trial displacement and LCG.

After trials are completed, again read the drafts and take the freeboards as a double check on the trial displacement and trim. Record fuel tanks soundings. Calculate the fuel consumption during the trial period.

2. Towing Trials

At any point during the towing trials where excess vibration is experienced, it shall be noted and recorded on the test documents. The following towing tests shall be conducted utilizing a barge fleet of equivalent resistance to one crane barge, 150 feet x 52 feet (with a 3.5 foot draft). The equivalency of resistance shall be determined in accordance with the Howe Formula. The contractor shall be responsible for obtaining the barge(s) to be towed.

a. Straight line push - The vessel shall be tested for a period not less than 1 hour pushing ahead (end to end) the specified barge fleet. Straight line push shall be performed at the continuous rating engine RPM without overloading the engines.

The trial course selected shall be laid out over a water depth in excess of ten feet. The following performance data shall be recorded for each engine at the start and finish of each run:

1. RPM
2. Lubricating oil pressure
3. Engine jacket water temperature
4. Engine compartment temperature (hatches closed)

In addition to the above data for each run, the following general data shall be furnished by the Contractor:

1. Location of trial course and direction of runs
2. Depth of water, estimate of river current, water temperature
3. Displacement at time of trial
4. Draft of the vessel fore and aft
5. Total number of people on board
6. Ballast carried (if any)
7. Freeboard forward
8. Freeboard aft
9. Propeller diameter, pitch and style

b. Starting - From a standing start, engage both forward clutches, and gradually increase engine RPMs to the continuous rating RPM. Note the time and estimate the distance traveled to reach steady state full speed.

c. Stopping - The vessel shall be brought from full speed ahead to dead in the water as quickly as possible using full reverse, with the barge in tow (without damaging the reverse gears or engines). Record the distance the vessel travels and the time from full ahead to dead in the water.

d. Maneuvering - From dead in the water; put the steering rudders hard over to port and apply full throttle, (both engines). When the speed ahead is about 3-4 mph, put both engines in reverse and apply full throttle with the flanking rudders hard over for a port turn. When the astern speed reaches 3-4 mph, reduce RPM and continue to repeat the ahead and backing cycles until the barge and towboat heading changes 90 and 180 degrees. Record the time and number of ahead and backing cycles required to turn 90 and 180 degrees, and estimate the length and width of the space required for this maneuver. Repeat this maneuver to Starboard, and record the same information.

G. FINAL ACCEPTANCE DEMONSTRATIONS (LEVEL 5)

Final Acceptance Demonstrations are tests the Contractor must perform following delivery at destination to demonstrate to the operating staff the proper operation, and performance of all the equipment, machinery, and electrical systems functioning as an "integrated whole" as described herein.

Final Acceptance Demonstrations shall be conducted following successful completion of Level 3 tests, correction of all deficiencies and delivery of the vessel to the designated delivery point. Final Acceptance Demonstrations must be performed in the presence of a Representative of the Contracting Officer.

The contractor shall provide sufficient personnel and resources to operate all of the equipment and demonstrate its proper installation.

H. DOCUMENTATION

The Contractor shall prepare a Schedule for all levels of testing. The Schedule shall be a complete, detailed listing of all the tests, trials and demonstrations required by this contract. The Schedule shall be arranged by day, not date, and shall list the specific tests, trials and demonstrations and the sequence in which they will be performed.

The Contractor shall prepare Test Data Sheets for all equipment and systems required to be tested or demonstrated under this contract. The Data Sheets shall contain the information required by Clause E03, "Quality Assurance and Control as well as the procedures of each test, the results of each tested function, nameplate data of equipment tested, and the designated areas for "Pass/fail", witness' signatures, dates and comments.

The Contractor shall incorporate demonstrations of all applicable controls, instruments, and alarms, into each system's Builder's Trials, Dock and River Tests, and Final Acceptance Demonstrations sections of the Test Data Sheets. Data recorded in time intervals shall be tabular so that data trends can be easily recognized.

The Test Data Sheets shall be typed, single sided, on 8-1/2 inch x 11 inch sheets of paper.

The Contractor shall provide a Test Report comprised of the results of all required tests, trials and demonstrations performed, and all deficiencies noted. The Test Report shall be the filled in version of the Test Data Sheets and shall be available to the COR at all times throughout the construction of each vessel.

The Data Sheets shall be organized into a comprehensive Test Report and arranged by system and level of testing similar to the following outline:

- X. System (or equipment)
 - a. Pre-Trial Tests
 - b. Builder's Trials
 - c. Dock and River Tests
 - d. Final Acceptance Demonstrations

The Test Report shall be reviewed and approved by both the Contractor and the COR at the conclusion of each level of testing. Review and approval of the Test Report by the Contractor and the COR is a precondition of moving to the next level of testing.

The final version of the Test Report, including the reports of the Regulatory Bodies and the Regulatory Body Certificates, shall be bound in a durable hard cover and submitted to the COR in duplicate prior to Final Payment.

E06 FINAL INSPECTION

When all work and testing has been satisfactorily completed at the builders yard, the Contractor and a Government Representative shall make a complete physical inspection and inventory of the vessel. A "punch list" of deficiencies will be developed and presented to the Contractor for corrective action.

All corrective action necessary to eliminate the "punch list" deficiencies shall be completed at the Contractor's facility. The Contractor shall give the COR 7 working days notice prior to the desired date of reinspection.

Prior to any inspection or reinspection the vessel and all their equipment shall be thoroughly cleaned and all painting and finishes put in first class condition.

E07 PROVISIONAL ACCEPTANCE

Following satisfactory completion of all tests and trials, correction of all "punch list" deficiencies, and receipt of all contract deliverables, the vessel will be Provisionally Accepted at the builder's yard. Delivery of the vessel may not be started until Provisional Acceptance of the vessel has been made.

E08 FINAL ACCEPTANCE

Final Acceptance will be made upon delivery of the vessel, afloat and "Ready for Service" at the delivery point designated and following successful completion of the Final Acceptance Demonstrations. "Ready for Service" is defined as clean inside and out; all trash, dunnage, lashing, and delivery related material disposed of; loose items of outfit in place; all electrical and mechanical systems operational; equipment properly adjusted; instruments and electronics calibrated or aligned, fuel and water tanks filled and damaged paint touched up.

The vessel will be subject to a complete inspection at the time of delivery.

The Contractor shall provide necessary personnel, equipment and materials to make the vessel "Ready for Service".

E09 COMMERCIAL WARRANTY OF SUPPLIES

The Contractor shall assign, in writing, all commercial warranties for equipment provided under this contract to the Government. The effective date of all commercial warranties shall be the date of Final Acceptance.

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PART I - THE SCHEDULE - SECTION F
DELIVERY OR PERFORMANCE

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PART I - THE SCHEDULE - SECTION F
DELIVERIES OR PERFORMANCE

F01 PERFORMANCE

TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	PLANNING	1 job	30 Calendar days
0001AB	ENGINEERING AND SCHEDULING	1 job	120 calendar days
0001AC	CONSTRUCT, TEST AND DELIVER	1 job	270 calendar days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or a proposed delivery schedule, if it is an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	DESCRIPTION	QUANTITY	WITHIN DAYS AFTER DATE OF NOTICE TO PROCEED
0001AA	PLANNING	1 job	
0001AB	ENGINEERING AND SCHEDULING	1 job	
0001AC	CONSTRUCT, TEST AND DELIVER	1 job	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of Notice To Proceed rather than the date the written notice is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

For the purposes of estimating the phase completion and contract completion dates, the Contractor should take into account the time required to review the Contractor's submittals and the time between phases required to issue a Notice To Proceed. Refer to Clause H01 for additional explanation.

F02 PLACE OF DELIVERY

The Contractor shall deliver the vessel afloat and ready for service at the following location:

U.S. Army Corps of Engineers
U.S. Army Engineer District, Huntington
Racine Lock & Dam
 , West Virginia

F03 NOT USED

F04 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of:

For Line Item 0001AA;\$ 000.00
 For Line Item 0001AB;.....\$ 400.00
 For Line Item 0001AC;.....\$ 850.00

Except that a maximum assessment will be made corresponding to a delay of:

For Line Item 0001AA; 00 calendar days
 For Line Item 0001AB;.....30 Calendar Days
 For Line Item 0001AC;..... 90 Calendar Days

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default - Fixed Price, Supply and Services clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default - Fixed Price, Supply and Services clause of this contract.

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PART I - THE SCHEDULE - SECTION G
CONTRACT ADMINISTRATION DATA

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PART I - THE SCHEDULE - SECTION G
CONTRACT ADMINISTRATION DATA

G01 ACCOUNTING AND APPROPRIATION DATA

WORK ORDER ITEM NUMBER: 30JGD0

G02 CONTRACT MANAGEMENT

Marine Design Center
U.S. Army Corps of Engineers
Wanamaker Building
100 Penn Square East
Room 630 South
Philadelphia, Pennsylvania 19107-3391

NOTE: The Marine Design Center is the "Designated Billing Office" as defined by Part II
- Contract Clauses - Section I, "Prompt Payments"

G03 PAYMENT OFFICE

U.S. Army Corps of Engineers Finance Center
5720 Integrity Drive
Millington, TN 38054-5005

G04 CONTRACT ADMINISTRATION

Commander and District Engineer
U.S. Army Corps of Engineers District, Philadelphia
ATTN: CENAP-CT-C
Wanamaker Building
100 Penn Square East
Room 643
Philadelphia, Pennsylvania 19107-3390

**PART I - THE SCHEDULE - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

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PART I - THE SCHEDULE - SECTION H SPECIAL CONTRACT REQUIREMENTS

H01 CONTRACT ORGANIZATION

a. PLANNING

Planning is line item 0001AA of the contract and commences only after receipt by the contractor of a Notice of Contract Award (Award) and a Notice To Proceed (NTP) with contract line item 0001AA. In this first phase of the contract, the Contractor is required to present planning information that demonstrates a logical, orderly and workable approach to the contract. The Contractor is not authorized to begin the engineering and scheduling until this phase of the project is completed, and the planning documents are approved by the COR, at which time an additional Notice To Proceed will be issued.

b. ENGINEERING AND SCHEDULING

Engineering and Scheduling is line item 0001AB of the contract and commences only after receipt by the Contractor of a Notice To Proceed with contract Line Item 0001AB. In this second phase of the contract, the Contractor is required to complete the design, perform other production engineering, and develop the contract schedule. The Contractor is not authorized to begin physical construction until this phase of the project is completed, and the engineering and scheduling documents are approved by the COR, at which time an additional Notice To Proceed will be issued.

c. CONSTRUCT, TEST AND DELIVER

Construct, Test, and Deliver is line item 0001AC of the contract, and commences only after completion of the Engineering and Scheduling phase and receipt by the Contractor of Notice To Proceed with Line Item 0001AC. During this third phase of the contract, necessary records and scheduling documents shall be completed, the vessel shall be constructed, tests and trials performed, physical delivery shall be made, and the vessel shall be inspected, tested and accepted at the delivery location. This phase of the contract is completed with receipt by the Contractor of a letter of FINAL ACCEPTANCE and submittal of all final documents.

d. PHASE SEQUENCING

It is intended that the three phases for the vessel will be performed sequentially.

The time allotted for each phase spans an interactive process involving both the Contractor and the Government. This process includes preparation, review and approval of the phase submittals, contract administration, mailing, preparation and issuance of Notices To Proceed.

In order for the Contractor to plan the work and for the Government to properly apply Termination Clauses, a graphic identifying the sequence milestones and the performance period allotted to each milestone for CLIN 0001 has been developed and is shown on a following page.

The graphic shows the three basic contract phases. Each contract phase is further subdivided into the milestones that must be completed within each phase and the amount of time allowed to accomplish each. Note that the total time allowed for each phase of the contract matches the "REQUIRED DELIVERY SCHEDULE" in Clause F01. The graphic will be updated to reflect the successful offeror's proposed schedule if it is shorter than the required schedule.

The milestones and periods of performance identified in the graphic are contract requirements.

The Contractor must be aware that the quality, completeness and detail of the submittals have a direct bearing on the approval process. Extended review iterations will extend the time necessary to receive approval of the submittals and will subject the contractor to assessment of Liquidated Damages or Termination for Default.

Refer to Clause H05 for information concerning the submittal review process.

CONTRACT PHASE SEQUENCING

Receipt by contractor of NTP CLIN 0001AA (Planning)		
30 Calendar Days Phase I	20 Calendar Days	Receipt @ MDC of initial submittal of all Phase I deliverables
	5 CD	Receipt by contractor of submittal review
	5 CD	Receipt @ MDC of final revised Phase I deliverables (if necessary)
15 CD Receipt by contractor of NTP CLIN 0001AB (Engineering & Scheduling)		
120 Calendar Days Phase II	60 Calendar Days	Receipt @ MDC of initial submittal of all Phase II deliverables
	30 CD	Receipt by contractor of submittal review
	30 CD	Receipt @ MDC of final revised Phase II deliverables (if necessary)
15 CD		
270 Calendar Days Phase III	270 Calendar Days	Construct, Test and Deliver

H02 CONTRACTOR SUBMITTALS

A. PLANNING PHASE SUBMITTALS

The following is a summary of the items that the Contractor must submit during the Planning Phase. All items must be received, reviewed and accepted by the COR before a Notice To Proceed (NTP) will be issued for the Engineering and Scheduling phases of the contract:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE REFERENCE</u>
a. Quality Control Plan	E03
b. Authorized Contractor Representative List	E03
c. Construction Plan	H06
d. Subcontracting Plan	H09
e. Engineering Qualifications.....	H09
f. Submittal Schedule	H11
g. Drawing Index.....	H12

B. ENGINEERING & SCHEDULING PHASE SUBMITTALS

The following is a summary of items that the Contractor must submit after a Notice To Proceed with the "ENGINEERING & SCHEDULING" phase of the contract is issued. All items must be received, reviewed, and approved by the COR before a Notice To Proceed with the "CONSTRUCT, TEST & DELIVER" phase of the contract will be issued. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE REFERENCE</u>
a. Weight Estimate	C115
b. Test Memoranda & Agenda	E05
c. Contractor Safety Plan	H07
d. Material & Equipment Schedule	H10
e. Engineering & Drawings	H13

C. CONSTRUCT, TEST, & DELIVER PHASE SUBMITTALS

The following is a summary of items that the Contractor must submit after a Notice To Proceed with the "CONSTRUCT, TEST, and DELIVER" phase of the contract is issued. All items must be received, reviewed and approved by the COR before Final Payment will be made. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>CONTRACT CLAUSE REFERENCE</u>
a. Test Schedule	E05
b. Test Report	E05
c. Commercial Warranties	E09
d. Purchase Orders\Specifications	H10
e. As-Built Drawings	H14
f. Manufacturer's or Subcontractor's Drawings and Manuals	H16
g. Record Photographs	H18

H03 DESIGN REQUIREMENTS

The contractor shall develop the Final Design of the vessel.

During development of the Final Design, the Contractor may discover circumstances that dictate a need to change some of the equipment or materials specifically required by the contract. Examples of this situation might be that the item is no longer available, or the lead time is too great to meet the vessel delivery. Such circumstances shall be immediately identified to the COR by letter for resolution, along with a proposed solution. Adjustments to the contract required as a result of such circumstances, will be made under the "CHANGES" Clause.

The Contractor shall perform engineering such as development of structural details, foundations, complete material lists, Detailed Design drawings (refer to SNAME definition), shop drawings, construction details, regulatory submittals, "as-built drawings, and other technical details necessary to support his administration, operation, and production practices. Required drawing and document preparation and submittals are addressed in Clause H13 of this contract.

H04 NOT USED

H05 REVIEW OF CONTRACTOR SUBMITTALS

The Marine Design Center (MDC) will review the drawings, data and other material submitted by the Contractor in the various contract phases.

Submittals from the Contractor must be clear as to what the submittal represents and the action the Contractor requests the Government perform.

The Government's review is intended to be limited to the functional aspects of the submittals with limited technical review as necessary to ensure compliance with regulatory standards.

The Contractor shall comply with the requirements of the design embodied in the contract. It is implicit that Government acceptance of submittals will be contingent upon satisfactory fulfillment of those requirements.

Submittals found to be completely acceptable to the Contracting Officer's Representative without comment will be marked "ACCEPTED".

Submittals found to be generally acceptable to the Contracting Officer's Representative with qualifying comments will be marked "ACCEPTED WITH COMMENTS" but may or may not require resubmission depending on the COR's assessment of the criticality of the comments.

"ACCEPTED WITH COMMENTS" submittals being resubmitted will be reviewed only to ensure that the previous comments have been adequately incorporated. Resubmission requirements will be clearly marked on the return.

Submittals unacceptable to the Contracting Officer's Representative will be marked "NOT ACCEPTED". Submittals not accepted will always require full and complete resubmittal. Such resubmittal will result in a full and complete review as though it was a first submittal.

Submittals furnished for information only or for which the Contractor has not indicated the required review action will be marked "EXAMINED".

Any drawing that has been previously submitted and "ACCEPTED" shall be resubmitted for review if it is substantially changed from the previously "ACCEPTED" version.

The Contractor shall insure that all review comments are incorporated in corrected submittal documents or are rebutted in separate correspondence. The Contractor is encouraged

to completely discuss all submittal comments with the MDC author in order to insure complete and effective communication.

The Contractor will not use the drawing review or submittal process for contract deviations. Changes in equipment, materials, construction techniques or details must be the subject of separate, specific correspondence. Any such request made by the Contractor must be specific and clear as to what is contractually required, the proposed change, location and/or extent, benefits resulting from the change and effect on contract cost and delivery.

Submittals for review by the Government will be return mailed in accordance with the Phase Sequencing Graphic. Refer to Clause H01. Contractors shall plan their submittal schedules so as not to affect contract performance.

H06 CONSTRUCTION PLAN

After receipt of the Notice To Proceed with CLIN 0001AA PLANNING, the Contractor shall develop and submit to the Contracting Officer's Representative the Contractor's proposed plan for the construction of the vessel.

The plan shall be prepared on USACE standard ENG Form 2454 (Construction Progress Chart) furnished by the Government. The plan will be a summary level view of the contract. The plan will show the Contractor's proposed starting date, duration in weeks, ending date, and percentage completion (both as planned and as achieved) for all of the major activities of the contract. The plan shall also show the amount of the total bid price (percent and actual dollars) associated with each activity. The plan will also have the progress "S" curve plotted (both as planned and as achieved).

The activities shown on the chart shall be developed by the Contractor and shall include, as a minimum, the following:

- a. Direct Construction Labor, separated into principal vessel areas
- b. Material Purchases separated into principal vessel areas
- c. Material Deliveries separated into principal vessel areas
- d. Engineering
- e. Construction of modules
- f. Test and Trials
- g. Delivery
- h. Overhead and Profit

In addition, milestone events shall be marked on the chart time-line.

After initial review and acceptance by the Government, the plan shall be updated and submitted monthly with the Progress Payment Request.

H07 CONTRACTOR'S SAFETY PLAN

After Notice To Proceed with CLIN 0001AB ENGINEERING AND SCHEDULING, the Contractor shall submit a Safety Plan for the facility at which the work is to be performed.

The Contractor's Safety Plan shall outline the procedures used by the Contractor to ensure the safety of his employees and minimize lost-time accidents.

The Safety Plan shall identify by name and title the Contractor's Safety Officer who is responsible for enforcing the Contractor's safety rules and the Contractor's designated "Competent Person" (29 CFR 1915.7) who is responsible for testing the atmosphere in confined and enclosed spaces. In the event that the Contractor has no designated "competent person", a statement that a Marine Chemist will perform the tests and inspections which require a "competent person" shall be included with the Safety Plan, and the name of the Marine Chemist shall appear on the Subcontracting Plan (Clause H09).

H08 NOT USED

H09 SUBCONTRACTING PLAN

After Notice To Proceed with "PLANNING", the Contractor shall submit a Subcontracting Plan for the contract. This should not be confused with the SUBCONTRACTING PLAN required of Large Business as a part of their affirmative action responsibilities.

The Subcontracting Plan shall identify the areas or features of the contract or vessel which will be performed, all or in part by subcontractors. The plan shall identify the scope of work, subcontractor firm's name, and reference the subcontractor's proposal or letter of intent.

The Contractor shall provide copies of all pre and post contract correspondence between themselves and their representatives and all potential subcontractors when requested by the Contracting Officer's Representative.

The Subcontracting Plan shall specifically address the Contractor's plan for design and engineering.

If any part of the Contractor's engineering is to be subcontracted, the Contractor shall also submit the subcontractor's qualifications, the scope of work and the contract, purchase order, or letter of intent.

If the engineering is to be performed by the Contractor's hired labor, the plan shall make that specifically clear. The Contractor shall provide a statement of qualifications for any "in house" engineering personnel.

All persons employed as naval architects or marine engineers, either by the Contractor or by any subcontractor, shall be professionally competent by virtue of education, training, experience or licensing.

The Subcontracting Plan shall be in "spread sheet" format and will be incorporated into the Material and Equipment Schedule of Clause H10.

Upon written approval of the Subcontracting Plan by the Contracting Officer's Representative, the Contractor is authorized to proceed to place the subcontracts on the plan.

H10 MATERIALS AND EQUIPMENT SCHEDULE

After Notice To Proceed with the "ENGINEERING & SCHEDULING" phase, the Contractor shall develop a schedule of all items, including major stock materials (excluding nuts, bolts, gaskets, consumables, etc.), to be used in the construction of the vessel. The schedule shall be prepared in "spread sheet" format and contain the following information:

- a. Component/equipment
- b. Quantity
- c. Vendor name and address
- d. Make, model, and options
- e. Drawing references (if appropriate)
- f. Purchase Order or Contract Number
- g. Scheduled order date
- h. Actual order date Scheduled (promised) receipt at shipyard
- i. Actual receipt at shipyard

After submittal, review, revision and approval by the COR, the schedule shall be updated and submitted to the Government monthly. Final submission to MDC shall include priced copies of all purchase orders, purchase specifications and receipts.

Upon written approval of the schedule by the Contracting Officer's Representative, the Contractor is authorized to proceed with procurement of all items and materials in the schedule.

At any time during the contract, the COR may request and the Contractor shall furnish, correspondence, telephone conversation records, priced copies of purchase orders, purchase specifications and material receipts or other records between the Contractor and the various subcontractors.

H11 SUBMITTAL SCHEDULE

After receipt of Notice To Proceed with CLIN 0001AA PLANNING, the Contractor shall develop a submittal schedule for all Contractor submittals required by the contract (Refer to Clause H02). The schedule shall be in "spread sheet" format and contain the following minimum information:

- a. Drawing number (if any)
- b. Name or title of submittal
- c. Scheduled submittal date(s)
- d. Actual submittal date(s)
- e. Submittal letter number
- f. Reply letter number
- g. Reply letter date

For drawings or items with repetitive submittals (monthly, etc.) the schedule must allow for drawing review iterations or repetitive submissions.

After review, subsequent revision and approval by the COR, the schedule will be updated and submitted with the monthly Progress Payment Request for the life of the contract.

H12 DRAWING INDEX

After Notice To Proceed with CLIN 0001AA PLANNING, the Contractor shall prepare an index of all drawings to be prepared by the Contractor as part of this contract. The list will be subdivided into two parts.

The first part shall list all the drawings the contractor intends or expects to prepare during the "ENGINEERING & SCHEDULING" phase of the contract. See Clause H13.

The second part shall list all As-Built drawings. The As-Built drawings shall consist of updated and corrected originals of all the drawings prepared by the Contractor (listed in the first part of this index) plus any standard drawings or details created by the Contractor during construction.

Both parts of this index shall be complete with drawing title, MDC Drawing Number, the Contractor's drawing number (if any) and scheduled submittal date.

After review, revision, assignment of MDC drawing numbers and approval by the COR the index will be updated and submitted monthly to the Contracting Officer's Representative.

H13 ENGINEERING AND DRAWINGS

A ENGINEERING

The Contractor will perform engineering (prepare calculations, drawings, etc) in order to:

- a. Develop the Final Design
- b. Develop construction details
- c. Prepare complete bills of materials
- d. Obtain COR approval for NTP with Construction
- e. Complete As-Built drawings

All drawings and documents prepared by the Contractor or substantively modified by the Contractor shall be forwarded to the Marine Design Center for review, comment, and approval.

Three copies of each drawing, calculation, report, or document shall be furnished. One copy will be returned to the Contractor showing the Government review action.

It is the responsibility of the Contractor to schedule submission of the listed drawings/documents to allow for review by MDC, without adversely affecting the construction schedule (refer to Clause H02).

All drawings shall be prepared in CADD form, and shall conform to the American National Standards Institute (ANSI) Standard Y14. Drawings shall be in flat size, format A (horizontal or vertical) B, C, D or F as required by ANSI Y14.1. In no case will drawings in any other size or format be accepted. Title blocks shall conform to ANSI dimensions and shall be submitted to the Marine Design Center for approval.

B STANDARD DETAILS

It is not the intention of the Government to unnecessarily restrict the normal manufacturing and construction practices of the Contractor.

Prior to issuance of a NTP with "CONSTRUCT, TEST, & DELIVER", the Contractor may provide to the COR, for approval, a list of the standard details (brackets, gussets, small foundations, site fabricated fittings etc.) that the Contractor proposes to incorporate into the design. Such list shall be accompanied by the Contractor's standard detail drawings.

If accepted, the Contractor's Standard Details can be integrated into the Final Design drawings by reference and need not be resubmitted for review.

After issuance of a NTP for "CONSTRUCT, TEST, & DELIVER", requests for incorporation of standard details will be considered only in cases where contract performance or design features are improved.

C LEVEL OF DESIGN

The "ENGINEERING & SCHEDULING" phase design effort to complete the Final Design shall include the preparation of drawings, calculations, and reports that address the requirements described in Section C. Note that a drawing or calculation may not be required if the system is not provided for the vessel. It is also acceptable to combine details and features on drawings.

The following is a list of the minimum drawings required to be developed and submitted to the Government for review and acceptance prior to receiving NTP for Phase III, CONSTRUCT, TEST, & DELIVER:

<u>Drawing No.</u>	<u>Drawing Title</u>
654-C105-01	Lines and Offsets
654-C205-01	Outboard Profile
654-C215-01	General Arrangement
654-C301-01	Transverse Bulkheads and Frames
654-C301-02	Longitudinal Bulkheads and Frames
654-C301-03	Side Plating and Sections
654-C305-01	Deck and Bottom Structure
654-C315-01	Superstructure Scantlings
654-C320-01	Tanks
654-C330-01	Foundations
654-C406-01	Paint Schedule
654-C415-01	Doors, Windows, Manholes, and Hatches
654-C420-01	Deck Fittings
654-C436-01	Insulation and Sheathing
654-C610-01	Propulsion System & Shafting
654-C615-01	Rudders & Steering System
654-C630-01	Fuel Oil System
654-C640-01	Engine Cooling System
654-C650-01	Engine Exhaust System
654-C660-01	Bilge System
654-C670-01	Vents, Fills, and Sounds
654-C677-01	Engine Room CO2 System
654-C685-01	Heating, Ventilation and Air Conditioning
654-C710-01	Electrical Load Analysis
654-C720-01	Electrical One Line Diagram

H14 "AS-BUILT" DRAWINGS

In order to provide a record of the "As-Built" vessel the Contractor shall update the FINAL DESIGN drawings, calculations, and documents to clearly show the construction, details and systems of the vessel at the time of delivery.

All of the drawings and documents shown on the Submittal Schedule required by Clause H11 and the Drawing Index required by Clause H12 will be updated and corrected to form an "As-Built" record of the vessel.

The "As-built" materials shall be delivered as follows:

1. Prior to FINAL INSPECTION, the Contractor shall submit one set of prints of the "As-Built" drawings for review and approval.
2. Prior to FINAL ACCEPTANCE, the Contractor shall provide the following:
 - a. One set of black or blue line prints of all "As-Built" drawings.
 - b. One set of high quality (original) Mylar reproducibles of all "As-Built" drawings.
 - c. Two sets of 35 mm "Silver" microfilms of the "As-Built" drawings mounted on MDC Standard aperture cards (cards will be furnished by the COR upon request by the Contractor).
 - d. Two sets of electronic files of all CADD prepared drawings. The files shall be provided on 4-3/4 650 MB 74 min digital compact disk(CD) in AutoCAD R14 dwg file format or higher. Each drawing sheet shall be a separate electronic file with a filename which conforms to the file naming convention below. Compression utilities such as PKZIP may not be used.

Each complete set of files on CD shall be labeled, indexed in numerical order by filename furnished in protective plastic sleeves and on the CD cover sheet.

Files furnished on CD shall be encased in plastic, standard size, jewel boxes.

Filenames: Drawing files shall be named based on the drawing phase, WBS number, task number, sheet number, and revision number. The following example will illustrate the naming convention:

For the third sheet of a multi-sheet drawing with a drawing number of 523-A720-02 and a revision of C the drawing filename would be A720023C.

The direct relationship between the drawing number and the drawing filename is as follows:

	<u>Drawing Number</u>	<u>Drawing Filename</u>
<u>Design Phase</u>	The fourth character, A in the example.	The first character, A.
<u>WBS Indicator</u>	The fifth through seventh characters, 720 in the example.	The second through fourth characters, 720.
<u>Task Number</u>	The eighth and ninth characters, 02 in the example.	The fifth and sixth characters, 02.
<u>Sheet Number character,</u>	The tenth character, 3 in the example.	The seventh 3.
<u>Revision Indicator</u>	The eleventh character, C in the example.	The eighth character, C.
<u>File Extension</u>	.DWG	
<hr/>		
<u>Dwg. Number</u>	A 720 – 02	<u>Sheet 3</u>
<u>Dwg. Filename</u>	A 720 02 3	<u>Revision C</u> C .DWG

The Government shall have unlimited use of the drawings listed on the drawing index for repair and maintenance purposes only.

H15 SUBSTITUTIONS

"Substitution" as used in this clause, is an administrative action, not resulting in a contract change of cost or time.

Prior to issuance of a NTP with "Construct, Test and Deliver", the Contractor shall prepare and submit a comprehensive list and analysis of any Contractor proposed substitutions of the equipment and materials required in the contract.

The Substitution List shall be limited to equipment and materials specifically required by the contract. Equipment and Materials where the contractor has selection responsibility (i.e. "similar to") are not to be included in the list.

Each proposed substitution shall be accompanied with a detailed analysis and comparison of the equipment or materials specified and the equipment or materials proposed, including features, dimensions, performance characteristics, benefit to the Government, and the compelling reason why the substitution should be made. In the absence of compelling reasons for making the substitution, the contractor's proposal may be denied.

Should the substitution be accepted, the Contractor shall be responsible for integrating the substitution into the design at no increase in contract cost or no extension of contract completion. Such modifications to the design must be completed, submitted for approval, revised as necessary and accepted by the COR prior to issuing a NTP with Construct, Test and Deliver.

The Contractor bears ultimate responsibility for satisfactory performance of all systems impacted or affected by an accepted substitution as well as the operation of each completed vessel, as affected by the substitution.

Once a NTP with Construct, Test and Deliver has been issued, substitutions will not be considered.

H16 MANUFACTURER OR SUBCONTRACTOR DRAWINGS AND MANUALS

The Contractor shall provide two complete sets of drawings and manuals for each piece of machinery and equipment provided by the Contractor; that clearly describe the operation, construction, maintenance, repair, adjustment, lubrication, parts lists and "trouble shooting" of every item of machinery and equipment. This shall include Detailed Fabrication Drawings where they exist.

Manuals shall be in the English language with all dimensions in the foot-pound-second systems of units. Manuals shall be no larger than 8 inches x 11 inches, and bound in hard covers of durable materials.

Manufacturer's or subcontractor's drawings may be included in the manual but must be folded to page size.

Drawings not suitable for inclusion in the manuals must be considered as engineering and design drawings and shall be prepared and submitted in accordance with the requirements of Clause H13, ENGINEERING AND DRAWINGS.

Prior to FINAL INSPECTION, one set of the manuals shall be submitted to the Contracting Officer's Representative for review, comment and/or approval. This set of manuals will be returned to the Contractor with approval or comments.

Final submittal of the manuals shall consist of two sets of the manuals and must be completed prior to FINAL ACCEPTANCE.

If photocopies (Xerox or similar) of parts lists, text, diagrams, etc., are furnished, one of the sets shall be a "Master" and must be made up of all "original" sheets and be clearly identified as the "Master" copy. Photocopies will be clear with high black/white contrast, sharp lines, full sheet reproduction, and no background shadow or clutter.

Where catalog "cut-sheets" are provided, all information not pertinent to the equipment or machinery provided shall be obliterated.

H17 NOT USED

H18 RECORD PHOTOGRAPHS

A. CONSTRUCTION PROGRESS PHOTOGRAPHS

The Contractor shall provide monthly photographs deliverable in digital format. The photographs shall document the construction progress, the launching, and tests and trials of the vessel.

The photographs shall be provided via e-mail. Photographs shall be JPG file format of at least SVGA Resolution, 24-bit color depth, and at a compression ratio no greater than 25% (75% Quality).

Approximately 15-20 photographs shall be provided monthly. The quantity of photographs shall be commensurate with the level of production.

B. FINAL PHOTOGRAPHS

The Contractor shall furnish the services of a professional photographer to take regular color and digital photographs of the completed vessel.

The following photographs shall be taken:

A minimum of 10 different exterior shots to include:

- a. Profile view of each side
- b. Profile view of each end
- c. Profile views of each vessel corner
- d. Plan or overhead view of the vessel

A minimum of 4 different interior shots.

(1) COLOR PRINTS:

The Contractor shall provide one negative and ten prints for each shot. Prints to be 8-inch x 10-inch. (Total of 20 prints).

The COR shall select two shots from the profile views, which shall be custom printed in 11 x 14 size, professionally mounted, double matted and framed under clear glass in suitable wooden frame. Two sets of each picture shall be furnished to the Contracting Officer's Representative (total of four matted and framed photos).

H19 NOT USED

H20 GOVERNMENT PROPERTY

All Government-Furnished equipment and equipment for which the Government has made payment or partial payment shall be considered Government Property.

The Contractor shall accept all risk for Government property in his possession.

The Contractor shall maintain an inventory of all Government Property, update the inventory monthly and submit the inventory with the Construction Plan of clause H06.

The Contractor shall mark all Government property with the following information as appropriate:

CELRH 50' STEEL WORKBOAT
U.S. Army Corps of Engineers
Contract DACW61-02-C-XXXX

Markings shall be in 3-inch letters in paint of a contrasting color. The markings shall be placed on at least 3 sides of each piece of Government Property.

All Government Property shall be stored in enclosed, weather tight secure, warehouse buildings. Security shall consist of restricted access, locked and fenced storage. Warehouse buildings shall be heated above freezing and ventilated to prevent condensation or sweating.

H21 PROGRESS PAYMENT BASED ON PERCENTAGE OR STAGE OF COMPLETION

The Government shall pay the Contractor the contract price as provided in this contract.

The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets standards of quality established under the contract, as accepted by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the Contracting Officer may authorize payment for material delivered to the site and at locations other than the site may also be taken into consideration if---

- a. Consideration is specifically authorized by this contract; and
- b. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

If the Contracting Officer finds that satisfactory progress was achieved during any period for which progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of fifteen percent (15%) of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all remaining withheld funds.

All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be considered as---

- a. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- b. Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including co-insurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provision preceding shall not apply to that portion of progress payments attributed to bond premiums.

The Government shall pay the amount due the Contractor under this contract after---

- a. Completion and acceptance of all work; and
- b. Presentation of a properly executed voucher.

Notwithstanding any other provision of this contract, progress payments shall not exceed eighty percent (80%) on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes Clause, or funding and other administrative changes.

SECTION I Contract Clauses

52.202-1	Definitions	DEC 2001
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 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-19	Child Labor--Cooperation with Authorities and Remedies	DEC 2001
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
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
52.227-3	Patent Indemnity	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-16	Performance and Payment Bonds--Other Than Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
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	MAY 2001

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.246-18	Warranty Of Supplies Of A Complex Nature	MAY 2001
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7033	Rights in Shop Drawings	APR 1966
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

SECTION I Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS. (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

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

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

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

(f) Nondevelopmental item means--

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

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

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

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the

Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a

special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

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

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

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

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, 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); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEC 2001)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$54,372 or more; or

(4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$177,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct

investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 2.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies. (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) 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 subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(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)

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)

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)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) 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.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

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

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

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

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

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

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

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

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or

fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the

Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each

contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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

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

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

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

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

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

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

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

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

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request

for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 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 (FEB 1999) (E.O. 11246).

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)

(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 and identified supplies, or approves specific services rendered, 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) The Contractor warrants that for one calendar year after final acceptance all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) 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) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price--

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 30 calendar day of discovery. The Contractor shall submit to the Contracting Officer a written recommendation within 15 calendar days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 10 calendar days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 30 calendar days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 30 calendar days thereafter.

(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 the contract.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	* 50	* 50	* 25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	* 50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	***25	***25	15	15

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the

contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively

referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(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)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

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

(a) Definitions.

As used in this clause--

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

(2) Domestic end product means--

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

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

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

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

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

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

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

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

(7) Qualifying country end product means--

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

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

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

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

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (AUG 2000)

(a) Definitions. Qualifying country and qualifying country end products have the meaning given in the Buy American Act and Balance of Payments Program clause, Buy American Act--Trade Agreements--Balance of Payments Program clause, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause, or Trade Agreements clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed--

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, or unless supplies were imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract, no amount is or will be included in the contract price for duty for--

- (1) End items that are qualifying country end products; or
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country.

(d)The Contractor warrants that--

(1)All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and

(2)The Contractor will pay duty to the extent that such supplies, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e)The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f)All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall--

(1)Consign the shipments to the appropriate--

(i)Military department in care of the Contractor, including the Contractor's delivery address; or

(ii)Military installation; and

(2)Include the following information--

(i)Prime contract number, and delivery order if applicable;

(ii)Number of the subcontract/purchase order for foreign supplies if applicable;

(iii)Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Building 120, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCM New York, for execution of the duty-free certificate

(v)Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi)Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCM Dayton, S3605A

(g) Preparation of customs forms. (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCM New York for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry

(h)The contractor agrees--

(1)To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2)To consign the shipment as specified in paragraph (f) of this clause; and

(3)To mark the exterior of all packages as follows:

(i)"UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii)The activity address number of the contract administration office actually administering the prime contract.

(i)The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain--

(1)Prime contractor's name, address, and CAGE code;

(2)Prime contract number, and delivery order number if applicable;

(3)Total dollar value of the prime contract or delivery order;

(4)Expiration date of the prime contract or delivery order;

(5)Foreign supplier's name and address;

(6)Number of the subcontract/purchase order for foreign supplies;

(7)Total dollar value of the subcontract for foreign supplies;

(8)Expiration date of the subcontract for foreign supplies;

(9)List of items purchased;

(10)An agreement by the Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;

(11)The qualifying country; and

(12)The scheduled delivery date(s).

(j) This clause does not apply to purchases of qualifying country supplies in connection with this contract if--

(1) The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k) The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i)(1), (2), and (3) of this clause will be included in applicable subcontracts.
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

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

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

- (i) Noncommercial items; or
- (ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

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PART II
LIST OF DOCS, EXHIBITS AND ATTACHMENTS
SECTION J

LIST OF ATTACHMENTS

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PART II
LIST OF DOCS, EXHIBITS AND ATTACHMENTS
SECTION J

J01 REFERENCE DRAWINGS

The following drawing shall form a part of this solicitation. Please note this drawing has been provided as an electronic file (.PDF format). This drawing is being provided for reference purposes in describing the intended arrangement and configuration the work barge.

Drawing No. 571-D105-01, Rev -, LINES AND OFFSETS
Drawing No. 571-D205-01, Rev -, OUTBOARD PROFILE
Drawing No. 571-D215-01, Rev -, GENERAL ARRANGEMENT

J02 NOT USED

J03 ENG FORM 2454

The Contractor shall utilize the ENG Form 2454 for the Construction Plan required by Clause H06.

J04 PERFORMANCE EVALUATION FOR SERVICE & SUPPLY CONTRACTS

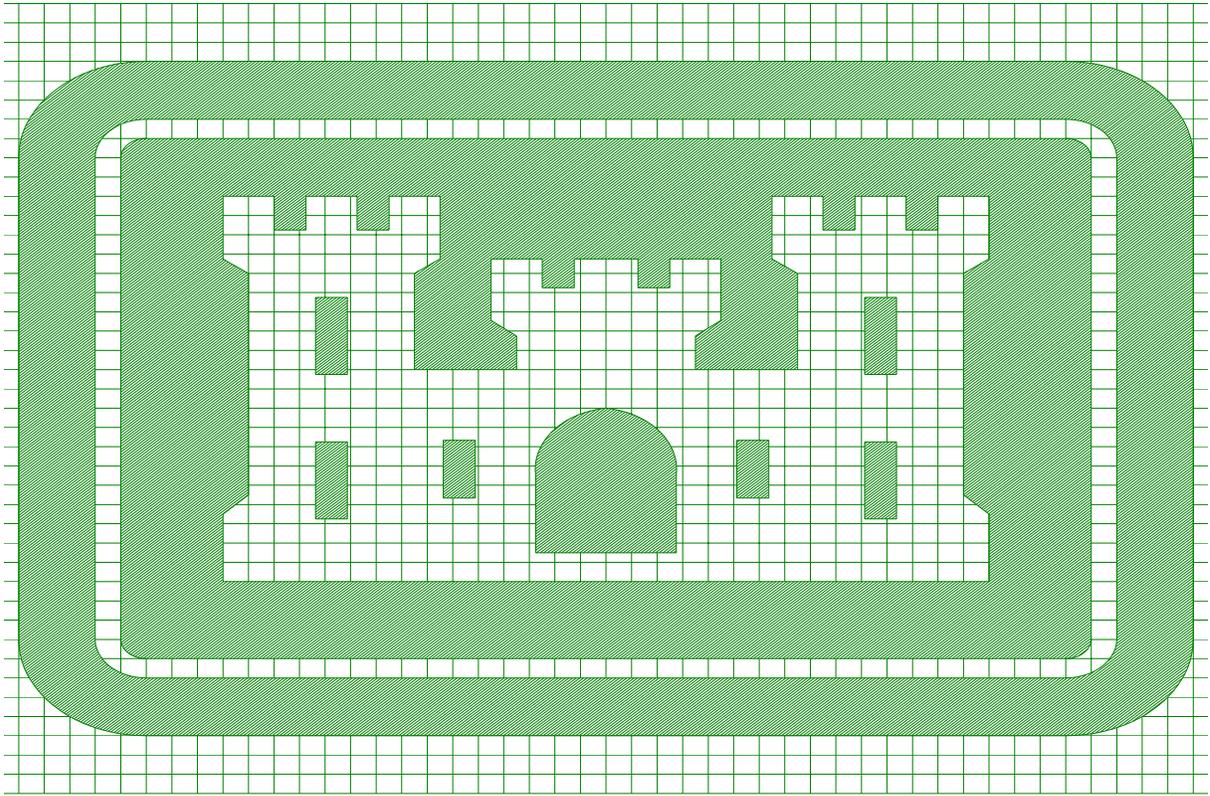
In accordance with Federal Acquisition Regulation 42.15 and Engineer Regulation 715-1-19 dated July 5, 1996, this contract action is subject to the requirement for Contractor performance evaluation in the elements listed on the attached form.

At a minimum, the performance evaluation shall be completed within 45 days of completion of each years performance. Additional (interim) evaluations may be prepared if any element listed is being performed unsatisfactorily.

The period of evaluation will begin on the date of acknowledgment of receipt of the Notice To Proceed and will run concurrent with the performance period of the contract.

J05 COMMUNICATION MARK

The contractor shall utilize the template provide of the following page when fabricating the Corps Communication Mark as required in Clause C460.



COMMUNICATION MARK

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SECTION K Representations, Certifications and Other Statements of Offerors

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-1 Alt II	Small Business Program Representations (May 2001) Alternate II	OCT 2000
52.219-2	Equal Low Bids	OCT 1995
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	SEP 1999
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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

The offeror represents that --

(a) [] It has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity

clause of this solicitation;

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

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
(DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L Instructions, Conditions and Notices to Bidders

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

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

(a) 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 exactly as stated in the offer.

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

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

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

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the

amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, 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 bids; or

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

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

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

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids 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.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-9 FAILURE TO SUBMIT BID. (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements.

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may 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 bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated

bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

- (a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed price contract resulting from this solicitation.

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Robert Sharamatew

Contracting Officer

US Army Corps of Engineers, Philadelphia District

100 Penn Square East

Wanamaker Building Rm 643

Philadelphia, PA 19107-3390

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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**PART IV – LIST OF DOCS, EXHIBITS AND OTHER
ATTACHMENTS
SECTION M**

EVALUATION FACTORS FOR AWARD

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**PART IV – LIST OF DOCS, EXHIBITS AND OTHER
ATTACHMENTS
SECTION M**

EVALUATION FACTORS FOR AWARD

M01 LOWEST RESPONSIVE RESPONSIBLE BIDDER

Award will be made as a whole to the lowest responsive responsible bidder whose total bid, conforming to the Invitation For Bids, will be most advantageous to the Government, price and other factors considered.

M02 DELIVERY SCHEDULE

Bids which indicate inability to meet the delivery schedule as set in Section F will be non-responsive.

M03 PLACE OF DELIVERY

Bids submitted on the basis other than f.o.b. destination as set in Section F will be rejected as non-responsive.