



**US Army Corps
of Engineers**

Marine Design Center

SPECIFICATIONS

to

**DESIGN, CONSTRUCT,
TEST AND DELIVER**

COMMERCIAL CRANE

SOLICITATION # DACW61-02-R-0027

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

CAUTION TO BIDDERS/OFFERORS

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 items listed below. The checklist is furnished only to assist you in submitting a proper bid/offer. Check as you read.

- Are you registered in the Central Contractor Database? See DFARS Clause 52.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION" in this solicitation.
- Have you acknowledged all amendments?
- Is your DUNS listed on the Standard Form 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS?
- Is your bid/offer properly signed by an officer of your company in Block No. 30A of the Standard Form 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS?
- If required, have you entered a unit price for each bid/offer item? (The solicitation will specifically state when this is necessary.) Did you provide subtotals after each?
- The Government may reject a bid/offer as non responsive if it is materially and mathematically unbalanced as to price for any bid/offer item or combination of items. A bid/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.
- Are decimals in unit prices in the proper place? Are your figures legible?
- Are the extensions of your unit prices, and your total bid/offer price correct?
- Are all erasures or corrections initialed by the person signing the bid/offer?
- Have you restricted your bid/offer by altering the provisions of the solicitation?
- If you are a large business and your bid is greater than \$500,000.00 have you included your Sub-Contracting Plan in you bid package? **(NOTE: AWARD WILL NOT BE MADE WITHOUT AN APPROVED SUB-CONTRACTING PLAN. IN ORDER TO BE APPROVED YOUR PLAN MUST DESIGNATE 9.1% OF THE TOTAL SUB-CONTRACTING DOLLARS TO SMALL DISADVANTAGED BUSINESSES.)**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W25PHS-2036-5009		PAGE 1 OF 145	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW61-02-R-0027	
7. FOR SOLICITATION INFORMATION CALL		a. NAME WILLIAM A BAILEY				b. TELEPHONE NUMBER (No Collect Calls) 215-656-6932	
9. ISSUED BY CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390 TEL: FAX:		CODE DACW61		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS 333120 SIZE STANDARD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE SEE ITEM 9					
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE			
TEL.							
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Design, Construct, Test and Deliver one crane in accordance with the attached specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	<u>CRANE</u>	1	CRANE	XXXXX	XXXXXXXX
0001A	ENGINEERING AND SCHEDULING (The submittals required for "Engineering and Scheduling" are listed in Contract clause H02. This item is initiated by a Notice To Proceed issued by the Contracting Officer after Award of Contract.)	1	JOB	XXXXX	\$ _____
0001B	CONSTRUCTION, TESTING, AND DELIVERY @ ORIGIN (The submittals required for "Construction, Testing, and Delivery @ Origin" are listed in Contract clause H02. This item is initiated only by a Notice To Proceed issued by the Contracting Officer after satisfactory completion of Item 0001A. The Contractor may not start this item until he receives a Notice To Proceed for this item.)	1	JOB	XXXXX	\$ _____
0001C	ASSEMBLY, TESTING AND FINAL ACCEPTANCE (The crane shall be assembled and tested. The submittals for "Assembly, Testing and Final Acceptance" are listed in Contract clause H02. This item is initiated only by a Notice To Proceed issued by the Contracting Officer after satisfactory completion of Item 0001B. The Contractor may not start this item until he receives a Notice To Proceed for this item.)	1	JOB	XXXXX	\$ _____
TOTAL FOR ITEM 0001		1	CRANE	XXXXX	\$ _____

INSERT LOCATION OF THE FACILITY 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 bid item or combination of bid 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. Refer to Section M for Evaluation and Award criteria.

PART I – THE SCHEDULE – SECTION C

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PART I – THE SCHEDULE - SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C000 GENERAL

C001 GENERAL MISSION STATEMENT

The Army Corps of Engineers, Marine Design Center (MDC), is issuing a Request For Proposals (RFP), to procure and contract all services (Engineering, Design, Construction, Testing and Delivery) associated with the acquisition of a new crane to be installed in a fixed location on a barge platform that will be procured under a separate contract. The completed vessel will be a Floating Crane for the Little Rock District of the Corps of Engineers.

Specific information on the crane (crane geometry and crane weight data) is imperative for the adequate design of the barge portion of the Floating Crane (barge arrangement, arrangement and capacity of the ballast system, intact stability and crane load handling stability).

C002 MISSION STATEMENT

The new Floating Crane, designated the Montgomery Point Floating Crane, will be a new vessel used for operation, maintenance, and repair support for the new Montgomery Point Lock and Dam on the White River in the Little Rock District.

The crane shall provide, on a floating platform, the equipment required to safely and efficiently perform all of the missions associated with navigation and maintenance.

The primary mission of the new Floating Crane is to provide lifting capacity on a floating platform and to perform hoisting operations associated with the maintenance and repair of the Montgomery Point Lock and Dam in a safe and effective manner.

The mission area is the Montgomery Point Lock and Dam on the White River, 0.5 miles upstream of its confluence with the Mississippi River.

The new Floating Crane will operate year round, day and/or night. The crane shall be designed to withstand the ambient temperature range from 10⁰ to 110⁰ F (dry bulb).

Under tow, the vessel will pass under bridges. The design air draft above the waterline requires that the crane in the stowed position must not be higher than 43' above the deck of the barge (maximum air draft of 51'-0").

C003 DESIGN STANDARDS

The crane shall be designed and constructed in compliance with:

- ASME/ANSI B30.8 – Floating Cranes and Floating Derricks.
- ASME/ANSI B30.10 – Hooks.
- ASME/ANSI B30.19 – Cableways.
- American Society of Welding Standards for Welding Steel.
- Institute of Electrical and Electronic Engineers Standards, Publication No. IEEE-45 – Recommended Practice for Electrical Installation on Shipboard.
- National Electric Code (NEC).
- U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1.

C004 CLASSIFICATION AND CERTIFICATION

The crane will not be ABS certified.

C040 SCOPE OF WORK

After Contract Award, the services to be provided by the Contract shall be structured into three phases, as outlined in Section H, and will be managed by the Marine Design Center (MDC).

After the crane has been completed and tested, it shall be packaged for shipment by the Crane Contractor. The costs associated with packaging, and with the operation of loading and securing the crane on a suitable truck to be provided by the Government, are the responsibility of the Crane Contractor. The Crane Contractor is responsible for the truck costs for all time spent loading the crane at the Contractor's facility. The Government, at its own cost, will transport the crane to the site of the barge construction. The Government will install the crane on the barge. The Contractor shall provide technical assistance and assure that all parts and movements of the crane are in proper working order.

During the crane installation and assembly, there shall be at least one Crane Contractor representative on site at the installation location, to provide survey support, and to ensure that the installation and assembly is executed properly, and according to approved procedures. The procedures will be developed and executed by the Government based on the Crane Contractor's written procedures for installation, assembly, inspections and testing. The Crane Contractor shall prepare a document of procedures for installation, assembly, inspections and testing.

After the crane is assembled on the Government's barge, during the barge test period, the Crane Contractor shall provide the services of operators and other qualified personnel, and carry out CRANE DOCK TRIALS (LEVEL 3), to demonstrate proper operation and proper performance of the crane.

The Crane Contractor is responsible for obtaining MDC approval for these crane tests.

All crane test loads shall be provided and placed within reach of the crane by the Crane Contractor. The rigging necessary for each test shall be provided by the Government and must be acceptable to the Crane Contractor and to the Contracting Officer's Representative (COR).

C100 SCIENTIFIC

C105 PRINCIPAL DIMENSIONS

The crane must comply with the following principal dimensions:

CRANE HEIGHT – The height of the crane in the stowed configuration must not exceed 43'-0" above the deck of the barge (this assumes a barge draft not to be less than 4'-0" in any loading condition). Less crane height in the stowed position is desirable. Height adjustment may need to be made if the barge draft differs.

TAILSWING – The tailswing of the crane shall not exceed a 30' radius, from the center of rotation of the crane. Less is desirable.

BOOM LENGTH – The preferred boom length from the heel pins to the main hoist is 160 feet. A boom of greater length is acceptable, however the boom shall be no less than 155 feet. Minimum separation distance between the main hoist and the auxiliary hoist block shall be 5 feet.

RADIUS REACH – The minimum radius reach for the main hoist shall be 30 feet (from the center of rotation) or less. Less is desirable.

ADDITIONAL BOOM LENGTH – The crane shall be supplied with additional boom parts to make up a 200 foot (heel pins to main hoist) boom.

C115 WEIGHT ESTIMATE

The Crane manufacturer shall provide their standard crane reference drawings showing the weight and CG (along all 3 axes) of the cab, boom, foundation ring, counterweights, engine and fuel oil day tank. More weights and CGs of assemblies and sub-assemblies is desirable if included in the crane manufacturer's standard crane information package.

During construction, the report shall be revised with actual measured weights and coordinates of the centers of gravity with respect to the three dimensional coordinate system.

C155 STABILITY OF THE FLOATING CRANE

This section is included for information only.

The load handling stability limits shall be as follows:

- Machine list (crane list to the left or the right of vertical) shall not exceed 3.0 degrees.
- Machine trim (crane trim forward or aft of the vertical) shall not exceed 5.0 degrees.

C180 NOISE AND VIBRATION CONTROL & ABATEMENT

There shall be an effective integrated noise and vibration control and transmission abatement program.

The noise level inside the crane cab shall not exceed 75dbA.

The noise pressure level shall be limited to 80dbA on the main deck of the barge, at 50 ft radius around the crane, with the crane operating at full power.

Diesel engines shall be mounted on vibration dampeners (resilient mounts) to reduce vibration and associated noise.

C200 ARRANGEMENTS

C215 GENERAL ARRANGEMENT

The General Arrangement drawing of the crane shall be developed, to include plan and outboard profile views of the crane in the required operating configuration and in the stowed configuration. All principal dimensions shall be as indicated.

The operating rigging configuration to be shown on the drawing is for general lifting.

C235 CRANE CAB

A drawing representing the arrangement of the cab shall be developed, including the location of controls and instrumentation. A plan view and elevations on all walls shall be provided to properly detail the location of controls and instrumentation. The crane controls shall be shown with respect to the operator's chair.

The drawing must depict, in detail, the location of the components, their installation, and include a list of materials and equipment, indicating the vendor source.

C245 MACHINERY ARRANGEMENT

The crane manufacturer shall provide his standard drawing package that includes, as a minimum, drawings of the general arrangement of the crane machinery.

C300 STRUCTURE

C305 SCANTLING PLANS

The crane scantlings and framing shall be that recommended by the manufacturer.

The crane shall be suitable for permanent mounting on the barge platform by a method integral with the barge hull structure. The crane can be of any type mount (i.e., tub mounted or bearings at two different levels, pedestal mounted, “king-post”, etc.).

The crane manufacturer shall design and fabricate the crane pedestal/tub/king-post mating flange. The design shall be made available to the Government for integration into the hull pedestal design.

In the scantling drawing of the crane base, the crane manufacturer shall provide the highest design loads imposed on the mating flange by the crane.

Suitable foundations shall be provided under all reciprocating units of machinery. Necessary foundation stiffness shall be provided to prevent system resonance as well as resilient mounts. All corners shall be ground smooth.

C317 BOOM SUPPORT

The boom support will be located on the main deck of the barge platform. The boom support will be used to stow and secure the crane boom when the crane is not in operation and while in transit.

The crane manufacturer shall provide specifications and design guidance for the boom support. The Government contracted barge manufacturer will design and construct the boom support and necessary under deck support structure. The crane manufacturer shall provide the design loads imposed on the boom support.

The configuration and location of the boom rest shall take into consideration:

- The routing of the crane wires, and shall be adequate not to cause interference with the wires.
- That the local strength of the boom in way of the support is appropriate to prevent damage to the boom.
- That the boom rest shall be mounted on the main deck.

C320 TANKS

The capacity of the fuel oil day tank on the crane shall provide for at least 24 hours of continuous operation of the crane at 75% full power.

The design and construction of the fuel oil day tank shall consider optimization of space, reduced paint requirements, improved corrosion resistance and reduction of maintenance.

C400 OUTFIT

C406 COATING SYSTEM

A. CORROSION PREVENTION

The choice of materials, the fabrication procedures and the coating systems to be used in the crane shall evidence that careful consideration was given by the Contractor to improve corrosion resistance and life expectancy.

As an example, the structure shall be designed and fabricated to avoid corrosion, by effectively:

- Preventing the entrapment of water, avoiding pockets where water can accumulate and facilitating drainage,
- Facilitating the application of paint coating, (i.e. not using intermittent welding - must use double continuous welding throughout),
- Insulating against galvanic corrosion, the contact surfaces between dissimilar metals.

B. SURFACE PREPARATION

The paint systems shall be applied to surfaces clean of weld spatter, dirt, oil and grease.

Surface preparation shall be in accordance with the crane manufacturer's standard paint system for marine application.

All heat affected areas, as well as any areas in which the paint has deteriorated, shall be cleaned of weld slag and spatter, and repainted.

C. PAINTING

The interior and exterior paint systems shall be the crane manufacturer's standard product for marine application.

All paints shall be free of lead, chrome and conform with EPA low VOC requirements.

The paint system shall be recommended and certified by the paint manufacturer to have a life expectancy of at least 15 years.

The following areas shall not be painted:

- Brass, rubber seals and gaskets
- Stainless steel
- Electrical cables
- Varnished wood

The paint colors shall be the standard colors provided by the crane manufacturer on their typical marine operations crane.

Prior to packaging for shipment, all interior and exterior painting shall be thoroughly inspected. Any defects in the coating shall be repaired by the Contractor, as necessary, to restore the integrity of the paint system.

The Contractor is responsible for delivering the crane with all painted surfaces in good condition.

At the Government's contracted barge construction yard, all interior and exterior painting will be re-inspected. Any damaged areas of the coating due to damage in shipment, handling, installation or assembly, will be repaired by the crane manufacturer to restore the integrity of the paint system.

Major areas may have to be repainted by the crane manufacturer to provide uniform color to the last coating.

C415 DOORS, WINDOWS, HATCHES AND MANHOLES

A. DOORS

All doors and accompanying hardware, locks, keys, etc shall be the crane manufacturer's standard.

B. WINDOWS

All windows shall be clear safety glass except overhead windows, which shall be tinted. Windows shall provide good visibility to the boom point and the load at all times. Windshield wipers and defroster shall be installed on the cab front windows.

C. MANHOLES

Manufacturer standard access features shall be provided in the fuel oil day tank and hydraulic tank.

The top of the crane machinery space shall be provided with manufacturers standard access features, large enough to vertically remove the engine and major components.

C425 WALKWAYS AND RAILINGS

The crane shall be outfitted with the crane manufacturer's standard walkways and gratings throughout.

C427 LADDERS

A ladder for access from the barge deck to the crane is required. Ladders shall be provided as necessary to allow access to all areas of the crane for maintenance.

C430 DECK COVERING

Deck coverings shall be provided by the crane manufacturer in accordance with their standard practice for the crane in marine service.

C436 INSULATION

The machinery housing and the operator's cab shall be insulated in accordance with the standard practice of the crane manufacturer for marine service.

Piping shall be insulated to prevent condensation.

The exhaust pipe from the engine and any pipe that may present a temperature hazard shall be insulated.

C437 CAB FURNITURE AND FURNISHINGS

The crane shall be outfitted with the crane manufacturer's standard cab furniture and furnishings.

C460 NAMEPLATES, NOTICES AND MARKINGS

The Contractor shall fabricate and install nameplates, notices and markings as required. All such labels shall be the crane manufacturer's standard for marine service.

In addition to those required by the standards, the following shall be provided:

- "NO SMOKING" notices shall be placed at fuel oil fill stations and on the doorways to the machinery room.
- Machinery, valve and electrical equipment labels shall be as required by the standards.
- Hearing conservation warning signs shall be as required by the standards.

C470 ELECTRONICS, INSTRUMENTATION AND COMMUNICATION EQUIPMENT

Proven commercial instrumentation for monitoring and controlling the crane systems, configurations and operation, alarms and safety shut-down systems shall be provided, within easy reach of the operator seated in the cab. The instrumentation shall be lighted to be visible for night operation of the crane.

ANSI required safety equipment shall be provided.

The crane operation shall be controlled by basic lever control systems. Swing control lever shall return automatically to the neutral position. Each control function shall be clearly marked.

EMERGENCY STOP of the crane functions shall be provided.

Foot operated pedals shall be designed and fabricated so the operator's feet will not slip off.

The following shall be provided in the cab:

- Hydraulic circuit(s) pressure and temperature gauges.
- Engine cooling fluid temperature gauges.
- Engine fuel oil gauge with reserve warning.
- Wind speed anamometer.
- Boom angle/radius reach indicator.
- Load-moment indicator.
- Drum rotation indicators.
- Crane list inclination and crane trim inclination indicator.
- A loud hailer shall be provided with horn directed forward to sound from under the cab.

C500 SPECIAL FEATURES

C540 CRANE FEATURES AND PERFORMANCE

A. GENERAL

The crane shall be a standard proven commercially available diesel powered hydraulically operated lattice-boom crane, designed and fabricated for multipurpose heavy duty construction work, modified as needed to meet or exceed the performance characteristics and the requirements of this specification. The crane shall meet the design and fabrication requirements of Clause C003.

B. POWER

The crane shall be capable of operating completely on its own diesel power.

The slewing, boom luffing, and hoisting drives shall be independent. The crane shall be capable of slewing, luffing and hoisting at the same time.

Use of hydraulic oil that is environmentally friendly is desirable. The lowest maximum operating hydraulic pressure is desirable.

C. SWING MECHANISM

The swing mechanism shall have sufficient power to rotate the crane for all rated loads and boom radii, including:

- Capability to swing up hill with a maximum adverse 3 degree crane list.
- Slewing speed of 2 minutes per revolution or better in the horizontal platform mode, with variable speed control, and with smooth start and stop.
- Positive swing locking capability in both directions.
- Upon return of the swing control lever to the center (neutral) position, the braking device shall not engage in a manner to abruptly arrest the swing motion; the automatic swing brake must be capable of a controlled smooth deceleration to a stop.

D. MAIN HOIST

The crane main hoist shall be capable of making the following fully revolving, below the hook lifts (lift weights include all rigging below the hook) with a 160-foot boom limited to 3 degree machine list:

<u>LIFT (LBS)</u>	<u>BEYOND BARGE SIDE</u>	<u>BEYOND BARGE BOW</u>
37,940	115'	55'
68,000	68'	66'
74,000	80'	78'
76,000	71'	69'
89,000	50'	39'
96,000	62'	11'
110,000	51'	11'

(NOTE: The center of rotation shall be located on the centerline of the barge at the bow. Distance to the bow shall be determined from the tailswing and allowing personnel access of 3' to the edge of the deck. The barge will be 70'-0" wide.)

Lift shall be possible in a 30 MPH wind.

The main hoist hook speed shall be 20 feet per minute or better. The main hoist shall have a positive locking device.

The braking device for the main hoist shall be capable of holding the rated load indefinitely without attention from the operator, and shall actuate automatically upon return of the control lever to the center (neutral) position.

There shall be power down capabilities on the load line.

There shall be sufficient hoist spooling to allow the hook to be lowered to 50-feet below the barge deck, with the boom point at the highest elevation, and still leave at least 5 wraps of cable on the drums.

E. AUXILIARY HOIST

The standard auxiliary hook and ball shall have a capacity of at least 15 short tons. The auxiliary hook speed shall be 200 feet per minute or better.

The braking device for the auxiliary hoist shall be capable of holding the rated load indefinitely, without attention from the operator, and shall actuate automatically upon return of the control lever to the center (neutral) position.

There shall be power down capabilities, as well as free fall, on the auxiliary hoist line.

There shall be sufficient hoist spooling to allow the hook to be lowered to 50-feet below the barge deck, with the boom point at the highest elevation, and still leave at least 5 wraps of cable on the drums.

F. CRANE LOAD BLOCK

The main block shall be standard swivel single hook, of sufficient weight to prevent slack wire rope when the hoist drum is unwinding without load at maximum speed. The safe working load rating of the main block shall match the maximum rated lift of the crane, with a 160-foot boom and 0 degree machine list.

The auxiliary hoist shall have a single line rigged to a standard swivel hook and ball of sufficient weight to prevent slack wire rope when the respective hoist drum is unwinding without load at maximum speed. The safe working load rating of the auxiliary block shall be 30 short tons.

G. LOAD BLOCK FLEET ANGLES

Fleet angles between load blocks and boom tip sheaves may not exceed 1-1/2 degrees over the full range of load block travel.

H. SAFETY

All applicable safety systems required by the standards shall be provided. In particular, the following shall be provided:

- Anti two-block (upper limit) devices shall be provided on both the main hoist and auxiliary hoist that stops all hoisting functions and sets the hoist brakes to prevent the hoisting blocks from any contact with the boom.
- There shall be a boom hoisting disengaging device, to disengage the boom hoisting power when the boom reaches its highest angle. When the power disengages, the boom hoist shall automatically be restrained from lowering. A positive locking device shall be provided on the boom hoisting. Boom stops shall be of the shock absorbing bumper type.
- A load-moment indicator shall be provided in the crane cab. The indicator shall be capable of displaying at least four programmed load charts.

I. MISCELLANEOUS

All sheaves on the crane shall be mounted with anti-friction tapered roller bearings.

All lubricating points shall be accessible without need to remove guards, or other components.

It is desirable that all sheave diameters, hoisting drum widths and drum diameters be of the greatest size to increase rope life.

C600 MACHINERY

C601 GENERAL REQUIREMENTS

The machinery systems shall include the engine, fuel oil and lube oil, hydraulic system, engine cooling, engine exhaust, fire detection and extinguishing, heating and ventilation.

All fluid fill points shall be located in areas that are easily accessible and will not collect fluid spills.

C625 DIESEL ENGINE

The diesel engine shall be battery started, locally and from the cab. The diesel shall be 4 stroke cycle, self contained unit, radiator cooled, mounted to the foundation in the machinery space. The crankcase shall be vented to the main deck.

The engine shall be sized to provide power for the crane drives in compliance with the crane performance requirements plus a 25% margin. The engine shall be provided with positive shut-off of the air intake to control runaway.

The engine shall be mounted on vibration dampeners or resilient mounts to reduce vibration and associated noise.

C630 FUEL OIL SYSTEM

The fuel day tank capacity shall be adequate for a 60-hour continuous operation of the crane at 75% full power.

The fill connection for the fuel oil day tank shall be self-closing. The fill and vent pipes shall be provided with flame arrester and a method of spill containment.

No fuel oil heating system is required for the cold weather condition.

C635 LUBE OIL SYSTEM

Clean lube oil and storage for dirty lube oil shall be available from facilities on the barge.

C640 COOLING SYSTEMS

The engine shall be radiator cooled to the outside of the machinery space. Environmentally friendly cooling fluid is desirable.

C650 ENGINE EXHAUST SYSTEM

A dry-exhaust system shall be provided for the engine, with high attenuation, residential type spark-arresting muffler. The exhaust pipe and muffler shall be fabricated of stainless steel, and provided with a rain flap cover that closes automatically when not in use (i.e. counterweight).

The engine exhaust shall be located away from the crane operator's cab area, and bend to discharge in a direction away from the cab.

C677 FIRE DETECTION AND EXTINGUISHING SYSTEM

A fire detection and alarm system shall monitor the crane machinery space from the cab.

Portable fire extinguishers, type ABC, 10 lb. dry chemical shall be provided. As a minimum, two (2) fire extinguishers are required in the machinery space, and one (1) in the vicinity of the door of the cab.

C685 HEATING, AIR CONDITIONING AND VENTILATION

Electric heat, air-conditioning and mechanical ventilation is required for the cab. The system shall be thermostatically controlled, and sized to maintain 68⁰ F when in use. The outside environmental conditions shall be taken from ASHRE standards for the Pine Bluff, Arkansas area.

C700 ELECTRICAL

C705 ELECTRICAL SYSTEM

The electrical power for the crane shall be provided from the barge. The Crane Contractor shall be responsible to provide and install a fully functioning electrical connection at the rotating ring allowing full continuous 360⁰ rotation of the crane. The crane manufacturer shall provide the required power needs and wiring connection to the Government during the Engineering and Scheduling Phase of the contract. The Government shall provide a stationary power supply connection within the top of the foundation.

One duplex GFCI receptacle shall be installed in the cab; however not in front of the operator's chair, wired to provide 120 volt 15 amp AC current. A second similar GFCI receptacle shall be installed in the machinery space.

C730 LIGHTING

Interior lighting (in the machinery space and cab) and access lighting on external walkways shall be provided in accordance with the requirements of Clause C003.

A. CRANE BOOM FLOODLIGHTS

The floodlight system shall be mounted on the crane boom. The system shall consist of a sufficient number of floodlights (8 lights minimum) to illuminate the deck and load; 3 directed downward onto the deck from the upper works and 5 on the lower boom directed towards the load.

Each light shall be 500 watt, quartz halogen type, designed to resist shock and vibration. Each light shall be independently controlled from the panelboard located in the operator's cab. Lights shall be 110/120VAC.

The electrical feeders to the floodlights shall be provided with waterproof connectors (male/female) throughout. These connector locations shall coincide with the crane boom connections, to facilitate adding and replacing boom length sections, without having to reroute the electric cable wires.

B. CRANE EMERGENCY LIGHTS

Two (2) watertight self-contained permanently mounted emergency lights shall be provided. One (1) light shall be located in the machinery space, and one (1) light shall be located in the cab. The emergency lights shall be battery powered to provide light for at least 30 minutes. These lights shall be automatically activated, automatically recharged, and shall be fitted with a manual on/off switch.

Additionally, there shall be two (2) watertight self-contained portable emergency lights provided. Each shall be located and mounted adjacent to the permanently mounted emergency lights. These lights shall be activated manually and be battery powered to provide at least 60 minutes of light.

The interior light for the cab shall be provided with a dimmer control for operation at night.

C800 SPARES

C801 GENERAL

The crane manufacturer shall include in each system's drawing, a PARTS LIST. The PARTS LIST shall identify and describe all system equipment components, indicating the equipment manufacturer, and the designation (model, series, etc.).

Although no spare parts are to be provided as a part of the Contract, the Contractor shall provide a list of recommended spare parts. The Government may purchase these parts by contract modification.

C803 TOOLS

For each equipment type, make and model, the crane manufacturer shall provide one complete set of the manufacturer's special tools, maintenance tools, and special adjustment tools and monitoring equipment.

The tools and "equipment" shall be stored in maintenance tool chests labeled with the equipment description on the outside.

PART I - THE SCHEDULE - SECTION D

PACKAGING AND MARKING

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D01 PACKAGING

All spare parts, materials, and tool chests shall be packaged by the Contractor in weatherproof containers.

Parts that require preservation shall be preserved with a paint or other preservative coating acceptable to the manufacturer and the COR. All threaded parts shall be coated or filled with preservative and protected with plastic pipe caps or plugs as appropriate.

Spare parts, materials, and tool chests shall be packaged in Contractor furnished pallets or fixtures to raise them off the ground during storage, and to provide a lifting rig for moving them by crane, forklift, and truck.

D02 MARKING

All spare parts will be marked or labeled by the Contractor, with the following information:

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

This information shall be engraved on a plastic tag or metal plate and securely attached to each spare part with the exception of consumables.

In addition, where individual spare parts are packaged in crates or other containers, the crate or container shall be labeled with a stencil, in paint of a contrasting color, on at least three sides. The stenciled labels shall provide the same information as the part identification tag.

Where multiple spare parts are packaged in a crate or container, the requirement for stenciling the crate as stated in the previous paragraph shall apply, but, in addition, the crate shall contain an inventory card affixed to the inside cover of the container. The inventory card shall list each item in the container, including all information on the individual item tags.

PART I - THE SCHEDULE - SECTION E INSPECTION AND ACCEPTANCE

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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 assure 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 an inspector relieve the Contractor from any requirement of the Contract.

E02 NOT USED

E03 QUALITY CONTROL AND INSPECTION

During Phase I of the contract, within 30 days from Contract Award, the Contractor shall develop and submit to the Contracting Officer's Representative (COR), a CONTRACTOR QUALITY CONTROL AND INSPECTION PROGRAM, and a TEST AGENDA (or schedule), for the work required during Phase II of the contract. This program shall provide for regular inspection and testing of the work in progress, and account for the preparation and maintenance of Quality Control documentation and records.

The Quality Control and Inspection Program shall list the Contractor Representatives who are authorized to witness or perform, and sign for each inspection or test.

The following is an example of data to be recorded for each inspection or test:

- 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.
- 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, for repetitive deficiencies, to preclude recurrence.
- Date and signature of the Authorized Contractor Representative who performed the inspection or test, and date and signature of the Government Representative who witnessed the inspection or test (if applicable).

Work subcontracted and performed away from the Contractor's plant is covered by this inspection system. The Contractor can not delegate the authority to witness, perform, and sign for tests and inspections conducted away from the plant, without the written approval of the COR.

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.

The TEST AGENDA shall be a complete, detailed schedule of all inspections and tests. The Agenda shall be arranged by day (i.e. day one, day two, etc.), not date, and shall list the specific inspections and tests, and the sequence in which these will be performed.

E04 NOT USED

E05 TRIALS, TESTS AND DEMONSTRATIONS

A. GENERAL

After Contract Award, the services to be provided by the crane contractor shall be structured to three levels as follows:

Phase I - Engineering and Scheduling

Phase II - Construction, Testing and Delivery @ Origin

Phase III - Assembly, Testing and Final Acceptance

The Contract overall organization and the description of each Phase are outlined in Section H of this Solicitation.

During Phase I - Engineering and Scheduling, the Contractor shall obtain COR approval for all calculations, reports and drawings required to completely represent and demonstrate that the crane design meets or exceeds the requirements of the Solicitation.

During Phase II - Construction, Testing and Delivery @ Origin, the Contractor shall perform CRANE MANUFACTURING INSPECTIONS AND TESTS, at the manufacturing plant, according to the approved QUALITY CONTROL AND INSPECTION PROGRAM, and obtain approvals from the COR for the fabricated crane, to verify that the approved plans are followed, and to warrant compliance with quality assurance requirements.

During Phase III - Assembly, Testing and Final Acceptance, the Contractor shall perform at the barge manufacturing yard. In this phase, the Crane Contractor shall be concerned with the assembly of the crane on the barge, the testing of the crane during the test phase of the barge, and final delivery.

The operation to install and assemble the crane on the barge will be carried out by the barge contractor, however, the crane manufacturer shall provide complete written "Assembly Instructions and Plans", as well as on-site technical support.

During the crane installation and assembly, the Crane Contractor shall have at least one representative on site at the barge construction yard, to provide survey support, and to ensure that the installation and assembly are executed properly, and according to approved procedures. The procedures will be developed and executed by the barge contractor, based on the crane "Assembly Instructions and Plans".

Validation of the Crane Installation and Assembly, will be verified during the CRANE INSTALLATION AND ASSEMBLY INSPECTIONS, AND TESTS, (LEVEL2 TESTS). These tests will be conducted by the barge contractor against procedures written by the Crane Contractor and approved by the COR, if applicable.

After the crane is assembled on the barge, during the barge test period, the crane manufacturer shall provide the services of operators and other qualified personnel, and carry out CRANE DOCK TRIALS (LEVEL 3), to demonstrate proper operation and proper performance of the crane.

During all Phases of the Contract, including testing, the Contractor is authorized to use subcontractors performing under his direction and supervision; however, the Contractor shall assume full responsibility for their work.

The Contractor shall provide all labor, services, tools, materials, equipment, fuels, fluids, lubricants, and testing media, and perform tests on all equipment and machinery, and systems to verify that they are performing in accordance with the intent as described and specified in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS.

B. TEST REPORTING

The following four levels of inspection and testing shall be considered:

- LEVEL 1 - CRANE MANUFACTURING INSPECTIONS AND TESTS
- LEVEL 2 - CRANE INSTALLATION AND ASSEMBLY INSPECTIONS AND TESTS
- LEVEL 3 - CRANE DOCK TRIALS
- LEVEL 4 - FINAL ACCEPTANCE DEMONSTRATIONS

LEVEL 1 shall be performed during Phase II at the Crane Contractor's plant, and LEVELS 2, 3 and 4 shall be performed during Phase III at the barge contractor yard.

The responsible contractor shall rectify any deficiencies revealed during any level of testing; all retesting shall be completed satisfactorily prior to the commencement of the next level of testing.

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

For all Levels of testing 1 through 4, the Crane Contractor shall prepare the INSPECTION AND TEST MEMORANDA for all of the inspections, tests and trials. The Test Memoranda shall be submitted to the COR for review and approval during Phase I.

The Contractor shall prepare a Test Memorandum for each test, typed on 8-1/2 inch by 11 inch sheets of paper, single sided, and assemble them in three ring binders, with dividers for each system and equipment, to constitute the Inspection and Test Memoranda, which will become the TEST REPORT after all inspections and tests have been performed. The TEST REPORT shall be the completed version of the Inspection and Test Memoranda, with the "blanks" filled in with the test data.

The TEST MEMORANDA/TEST REPORT shall be arranged by system and level of testing according to the same outline, LEVEL 1 through LEVEL 4.

Each Test Memorandum shall describe the test procedure, and data taken. The procedure shall be in accordance with the "start-up" procedure for the equipment, as delineated in the operating manual of the equipment manufacturer, and shall reference the Operator's Manual used to format the test procedure. Data recorded in time intervals shall be tabular so that data trends can be easily recognized.

Each Test Memorandum shall describe instrumentation and equipment required for each test, and shall include space for relevant nameplate data, ambient conditions, tested parameter values for each time interval, comparative pass/fail values, comments, Contractor Representative witness and Government witness signatures and date.

For each test, the acceptance criteria must be explicitly spelled out in the Test Memorandum, and concurrently, shall reference the applicable source standard.

The Contractor shall incorporate demonstrations of all controls, instruments, and alarms, into each test, and repeat them in the Final Acceptance Demonstrations, LEVEL 4.

Within 3 days of the completion of any test in any level, a copy of the documentation of that test shall be provided to the COR for review.

The final version of the TEST REPORT, including the test data and the results of all levels of inspections and tests, shall be bound in three ring binders, and submitted in triplicate, within 30 calendar days following successful completion of the LEVEL 4 Final Acceptance Demonstrations, and prior to Final Payment.

Final Payment will not be made until the TEST REPORT has been completely approved by the Contractor and by the COR.

C. CRANE MANUFACTURING INSPECTIONS AND TESTS (LEVEL 1)

The TEST MEMORANDA for LEVEL 1 testing is the CONTRACTOR QUALITY CONTROL AND INSPECTION PROGRAM.

Vendor and Manufacturing Inspections and Tests shall be designed to assure proper construction, performance and/or installation of equipment, piping and electrical systems, and tanks, as well as exterior and interior fabrication of the crane.

The COR must be notified at least 5 working days prior to the scheduled commencement of any Vendor Tests or Manufacturing Inspections and Tests, which are scheduled in sequence as per the TEST AGENDA.

D. CRANE INSTALLATION AND ASSEMBLY INSPECTIONS AND TESTS (LEVEL 2)

The barge contractor will perform the crane installation and assembly at the barge yard.

The Crane Contractor is required to submit to the COR, within 30 calendar days of Contract Award, (for inclusion in the barge contract), the LEVEL 2 Inspection and Test Memoranda, which shall establish the procedures to validate the installation and assembly of the crane, to be performed by the barge contractor.

The Tests shall be of sufficient scope and duration to assure that all machinery and equipment is operable and all systems are complete. The intent of this testing is to provide both the Crane Contractor and the COR, reasonable assurance that the installation and assembly have been executed satisfactorily, and that the crane is ready for formal Dock Trials (LEVEL 3).

The COR shall be notified, in writing, at least 5 working days prior to the scheduled commencement of LEVEL 2 tests.

For the LEVEL 2 tests, the barge contractor is responsible for providing labor, materials, fuel, test media, tools, equipment, etc., as indicated in the applicable LEVEL 2 Inspection and Test Memoranda developed by the Crane Contractor, and approved by the COR.

As a minimum, the following LEVEL 2 Inspections and Tests must be performed:

(1) Tank Tightness Test

Test the crane tanks for tightness. The tanks will be filled with air to 2 PSI and left to stand in a filled condition for a period of 30 minutes. Tank boundaries will be inspected for leaks with a spray solution of dish liquid detergent and water. At the end of the 30 minutes, the pressure in the tank shall be verified to still be 2 PSI.

This test is not required if already performed during LEVEL 1.

(2) Crane Compartments Weathertightness

Test the doors and windows, any exterior gaskets or seal, and all hose or pipe penetrations into the crane using a water hose at 30 psi directed downward or horizontally (not upwardly). Water shall not be able to pass to the interior of the crane. Should any door prove defective, the Crane Contractor shall replace the door with another one that will pass the test.

(3) Fuel Oil System

Test the system with air pressure of 50 PSI. Spray liquid dish detergent water solution on all system welds and joint connections and check for leaks.

Flush the fuel oil service lines with fuel oil for a period of 30 minutes at a flow rate, which will provide a Reynolds number of at least 4000 (turbulent flow) in the circuit being flushed. The engine will be bypassed during flushing with a Crane Contractor furnished jumper line.

After flushing, the jumper line will be removed, strainer(s) will be cleaned, and filter element(s) replaced.

(4) Hydraulic Piping

Test the clean hydraulic piping at 1-1/2 times the system design pressure for a duration of no less than 10 minutes per test. Test for leaks in a manner similar to the fuel oil system.

Flush the hydraulic piping in a manner similar to the fuel oil piping.

(5) Electric Cabling

The electric cabling shall be tested, taking insulation resistance readings of all installed power and lighting cable, using a 500 volt resistance meter (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.

(6) Principal Dimensions - Verification

Verification that the crane does comply with the following principal characteristics:

- CRANE HEIGHT - the height of the crane in the stowed configuration shall not exceed 43'-0" above the deck of the barge. Verify proposed crane height dimension.
- CRANE TAILSWING - the tailswing of the crane shall not exceed 30' radius measured from the center of rotation of the crane. Verify proposed crane tailswing dimension.
- BOOM LENGTH - from the heel pins to the main hoist, the length is 160'.
- BOOM ALIGNMENT - verification of boom alignment.
- RADIUS REACH - calibration of the radius reach indicator, and measurement of the minimum radius reach for the main hoist.

(7) Crane Diesel Engine

In the presence of an authorized diesel engine manufacturer representative, validate the installation and operation of the diesel engine as follows:

- Demonstrate cold starting, stability of operation within the specification limits, sudden loading and unloading, and emergency push button stopping. All engine controls, alarms, and instrumentation, shall be demonstrated from the local panel in the machinery space, as well as the remote panel in the crane cab.
- Conduct a 2 hour performance test of the diesel engine, and record the engine temperature at 15 minute intervals. Check expansion tank level before and after operation. The readings to be recorded shall include the lube oil pressure and temperature, cooling water temperature and exhaust temperature.

(NOTE: The Contractor may opt to conduct this test at the engine manufacturer's plant as a LEVEL 1 test.)

(8) Fuel Oil System Demonstration

Demonstrate the crane fuel oil system for the diesel engine. The barge contractor will be responsible for maintaining the fuel tank filled and for delivering the floating crane with the crane fuel oil tank full.

(9) Heat, Ventilation and Air Conditioning - HVAC

Demonstrate the proper functioning of the heating and air conditioning system in the crane cab.

(10) Electrical System

In order to demonstrate the operation of the electrical system as an integrated system, the Crane Contractor shall use the electrical power source on the barge, which is intended for use by the crane. The barge electrical source shall be available and operable on the barge to demonstrate the operation of the following:

- All circuit breakers in the main switchboard, and all features of the switchboard such as the voltmeter, ammeter, frequency meter, generator power available indicator lights, ground ammeter, test switch and governor control.
- All alarms.
- All interior and exterior lights and lighting switches.
- Emergency lights.
- All convenience receptacles. For GFCI types, demonstrate their ability to trip and reset.

(11) Noise Survey

The Noise Survey will require taking sufficient noise measurements in the cab and on the main deck of the barge around the crane to determine noise levels.

The survey will be performed by a subcontractor especially qualified for this work by training or experience. The barge contractor will identify the proposed subcontractor to obtain COR approval, and include the subcontractor's qualifications.

The Noise Survey will be performed in general agreement with the recommendations of the Department of Transportation, U.S. Coast Guard, "Navigation and Vessel Inspection Circular Number 12-82" where applicable.

The crane must be structurally, electrically and mechanically complete with all systems operational. The noise surveyor must be able to have the crane operate at full power. No activity which may interfere with the survey will be conducted.

The noise level, with the crane operating at full power, shall be limited to 80 dbA on the main deck around the crane, at a 50' radius around the crane. Noise levels inside the cab shall not exceed 75 dbA.

A wind screen shall be used on the microphone if air motion is noticeable.

A report will be prepared which will include the tabulation of the actual raw data taken in the noise survey, and the reduced data in the form of overall A-weighted sound pressure levels for each location.

E. CRANE DOCK TRIALS (LEVEL 3)

Crane Dock Trials shall be performed by the Crane Contractor at the barge contractor yard, with the floating crane in the water.

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 LEVEL 2 testing, and approved by the COR, before LEVEL 3 testing can proceed.

Commencement of Dock Trials shall not be sooner than 3 full working days after completion of LEVEL 2 tests. The COR shall be notified in writing 5 working days in advance of the date set for LEVEL 3 testing.

For LEVEL 3 TRIALS, the Crane Contractor shall furnish all labor, materials, fuel, test media, oils, tools and test equipment, except as otherwise indicated in this part.

All crane test loads shall be calibrated to the satisfaction of the Crane Contractor and the Government representative, and will be provided, and placed within reach of the crane by the barge contractor.

The barge will be moored in a quiet, sheltered area. The arrangement of the mooring lines and the depth of the water under the hull will not restrain flotation during the load handling testing.

The Contractor shall demonstrate the proper installation and operation of all equipment and systems installed in the crane, and demonstrate controls, instrumentation and alarm operation as applicable.

All testing and trials shall be conducted in the presence of Government representative(s), and vendor representative(s) as required. The tests shall be conducted in accordance with the Agenda.

The success of all tests and trials, and the existence of any deficiencies shall be determined by the COR.

As a minimum, the following crane tests and maneuvers must be performed:

- Unloaded operation
- Backwards stability maneuver
- Rigging radius maneuver
- ABS maneuver
- Main hoist proof test load
- Booming maneuver
- Swing maneuver
- Crane list strength maneuver
- Auxiliary hoist proof load test

(1) Unloading Operation

Demonstrate the operation of the crane raising the boom from the boom rest, and verify the full limits of luffing travel with no load on the hook.

Rotate the crane and hoist and lower the load blocks.

Verify that the crane operates on its own power, and that the slewing, booming and hoisting drives operate independently. Verify that the crane is able to slew, boom and hoist at the same time.

Demonstrate all safety devices (i.e., anti two-block and upper and lower boom kick-out).

Verify that the slewing speed is 2 minutes per revolution, or better.

Verify sufficient hoist spooling to 50 feet below the barge deck with the boom point at the highest elevation for both the main hoist and the auxiliary hoist. Five wraps shall remain on the drums.

(2) Backward Stability Maneuver

Demonstrate maximum barge inclination with no load on the hook.

The boom shall be raised to the stops associated with the minimum operating radius.

The crane shall be rotated 90-degrees off centerline to PORT and to STBD.

Steady the system in each position, to permit the barge contractor to measure and record the barge freeboards at 90 and 270 degrees boom azimuth.

(3) Rigging Radius Maneuver

This is to verify the proper calibration of the radius indicator, which shall be conducted with the boom on centerline aft, and the barge on an even keel (no trim, no list).

The crane operator shall boom out, or in, until the radius indicator in the cab reads the correct radius marked on the deck, (main load block freely suspended near the deck).

The radius indicator shall be adjusted to the mark on the deck if required.

(4) ABS Maneuver

The operator shall swing a yet to be determined test load 360 degrees in one direction and then 360 degrees in the other direction, to assess barge stability. Slewing will stop over both sides, over the bow, and on centerline aft, to obtain freeboard readings.

Freeboard readings will be measured and recorded by the barge contractor.

In anticipation of the maneuver, position the boom and hoist the load high enough to clear all obstructions.

(5) Main Hoist Proof Load Test

Verify that the main hoist has a standard swivel hook rated for the maximum rating of the crane.

The main hoist proof load test shall be a fair weather demonstration of adequate crane strength.

Once the level platform rigging radius has been set prior to lifting, the geometry of the crane upper rotating works (on centerline over the bow), and boom, shall remain unchanged.

Test the crane main hoist to the maximum lift/radius reach stated in the Section C, Clause C540.

Verify that the main hoist speed with the maximum lift is 20 feet per minute, or better.

Demonstrate power down capability.

Raise and lower the maximum test load, and smoothly stop and start hoist movement at least two times to demonstrate satisfactory operation of the hoisting system.

(6) Booming Maneuver

With the maximum test load on centerline over the bow, the operator shall boom in to the maximum permissible boom angle, (minimum radius).

During the maneuver, the operator shall smoothly stop and hold the load at least two times.

(7) Swing Maneuver

Demonstrate the ability of the swing drive to work against a maximum of 3 degrees crane list, uphill and downhill.

A proof load test shall be performed using 110% of the crane maximum fully revolving load. The test procedure will require full 360 degree rotation of the crane with the proof load.

During the maneuver, the operator will demonstrate that the crane shall be capable to slow down and stop with the boom oriented to each side of the vessel (at 90 and 270 degrees), hold the position and return to centerline.

Repeat the test to the other side.

(8) Crane List Strength Maneuver

Demonstrate the capability of the boom to endure side loading at a maximum 3 degree crane list. This maneuver can be combined with the Swing Maneuver, to create the 3 degree list on the crane.

(9) Auxiliary Hoist Proof Load Test

Verify that the auxiliary hoist has a standard swivel hook with 15 short tons working load capacity.

Test the crane auxiliary hoist to 30 short tons proof load below the hook, at all radii.

Verify that the auxiliary hoist speed with the 15 short ton loaded suspended is 200 feet per minute or better.

Demonstrate power down capability.

Raise and lower the 15 short ton test load, and smoothly stop and start the hoist movement at least two times to demonstrate satisfactory operation of the hoisting system.

F. FINAL ACCEPTANCE DEMONSTRATIONS (LEVEL 4)

Final Acceptance Trials are operability tests the Contractor must perform for the USACE crane operators. The intent of LEVEL 4 testing is to demonstrate the capabilities and features of the crane to the operators, and to verify that the delivered product is in peak operating condition.

The Contractor shall operate all equipment and systems on the crane, to demonstrate their features, characteristics and capabilities. The duration and complexity of each procedure shall be sufficient to fully demonstrate the operating condition of the crane to the operators.

E06 FINAL INSPECTION

When all work and testing has been satisfactorily completed, the Contractor and the Government Representative(s), shall make a complete physical inspection and inventory of the crane, against all Contract requirements.

A "punch list" of deficiencies (if any), will be developed and presented to the Contractor for corrective action.

All corrective action necessary to eliminate the "punch list" shall be completed by the Contractor. The Contractor shall give the COR, 3 working days notice prior to the desired date of re-inspection.

Prior to any re-inspection, the crane and all it's equipment shall be thoroughly cleaned and all painting and finishes put in first class condition, as specified by Section C, Clause C406 of this Solicitation.

E07 PROVISIONAL ACCEPTANCE

Following satisfactory completion of all tests and trials, correction of all "punch list" deficiencies, and receipt of all Contract deliverables, the crane will be Provisionally Accepted.

Delivery of the Floating Crane may not be started until Provisional Acceptance of the crane has been made, therefore, the Crane Contractor shall be responsible for all costs that HIS DELAY may cause.

E08 FINAL ACCEPTANCE

Final Acceptance will be made upon delivery of the Floating Crane, afloat and "Ready for Service" at the delivery point designated.

"Ready for Service" is defined as clean inside and out; all trash, dunnage, lashings, 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, tanks filled, and paint damaged during transportation touched up.

E09 COMMERCIAL WARRANTY OF SERVICES

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.

E10 TRAINING

The Contractor shall provide training on the crane operation to 4 USACE crane operators for a period of five days (40 hours). The training shall be administered in the Montgomery Point Lock and Dam, Arkansas area.

PART I - THE SCHEDULE - SECTION F

DELIVERY OR PERFORMANCE

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F01 PERFORMANCETIME 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
0001A	Engineering and Scheduling	1 job	60 calendar days
0001B	Construction, Testing & Delivery @ Origin	1 job	300 calendar days
0001C	Assembly, Testing and Final Acceptance	1 job	180 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
0001A	PLANNING	1 job	
0001B	ENGINEERING AND SCHEDULING	1 job	
0001C	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 crane packaged and loaded on a truck (ready for overland shipment) at the Contractor’s facility where the crane is constructed.

F03 LIQUIDATED DAMAGES

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 0001A:	\$ 400.00
For Line Item 0001B:	\$ 850.00

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

For Line Item 0001A:	60 Calendar Days
For Line Item 0001B:	120 Calendar Days

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.

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.

(End of clause FAR 52.211-11)

PART I - THE SCHEDULE - SECTION G
CONTRACT ADMINISTRATION DATA

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G01 ACCOUNTING AND APPROPRIATION DATA

WORK ITEM CODE HD8402

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
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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H01 CONTRACT ORGANIZATION

The US Army Corps of Engineers, Marine Design Center, is issuing this Request For Proposals (RFP), to contract for all services related to the procurement of a crane to be installed on a new barge. The new barge will be designed and built under a separate procurement following the placement of a Contract for the acquisition of the crane subject of this Solicitation.

Following the award of this Contract, the services to be provided by the crane Contractor shall be structured and will be managed in three Phases as follows:

Phase I	Engineering and Scheduling
Phase II	Construction, Testing, and Delivery @ Origin
Phase III	Assembly, Testing and Final Acceptance

A. PHASE I - Engineering and Scheduling

Engineering and Scheduling is line item 0001A of the Contract and commences only after receipt by the Contractor of a Notice to Proceed with Contract line item 0001A, "Engineering and Scheduling".

In this first Phase of the Contract, the Contractor shall provide engineering services, including the performance of all calculations, reports, and drawings required to completely demonstrate that the crane design meets or exceeds the requirements of the specification.

The Contractor is not authorized to begin physical construction until this Phase of the Contract is completed, and the Engineering and Scheduling documents are approved by the Contracting Officer's Representative (COR), at which time an additional Notice to Proceed will be issued.

During Phase I, the Contractor is permitted to procure material and equipment items which have long lead times only after the system that incorporates the items has been reviewed and approved by the COR.

B. PHASE II - Construction, Testing and Delivery @ Origin

Construction, Testing, and Delivery @ Origin is line item 0001B of the Contract and will commence only after completion of Phase I, and receipt by the Contractor of a Notice to Proceed with line item 0001B, "CONSTRUCTION, TESTING, AND DELIVERY @ ORIGIN". During this second Phase of the Contract, the crane will be constructed, crane fabrication tests will be performed, and delivery at the crane manufacturer's plant will be completed.

Packaging, loading and delivery at the Contractor's manufacturing plant will be the final task during Phase II, and shall consist of the crane Contractor preparing the crane for delivery by packaging the crane as necessary to allow transportation by truck to the barge builder's shipyard location. Partial deliverables of crane components, giving priority to the crane pedestal mount on the barge, can be scheduled sequentially or simultaneously.

The crane shall be suitably packaged to protect it from damage due to normal handling and transportation actions. The final stage of Phase II will be the loading of the packaged crane, by the crane Contractor, onto a suitable number of trucks provided by the Government.

The costs associated with packaging, loading, and securing the crane on the trucks, are the responsibility of the crane Contractor. This includes the cost of holding the trucks at the crane Contractor's facility for the duration of the loading process.

Transportation of the packaged crane to the barge Contractor's facility will be the responsibility of the Government. The crane Contractor shall ensure that the crane, as loaded on the trucks, complies with all applicable Federal, State, and Local regulations regarding overland transportation.

C. PHASE III - Assembly, Testing and Final Acceptance

Assembly, Testing and Final Acceptance is line item 0001C of the Contract and will commence only after completion of Phase II, and receipt by the Contractor of a Notice to Proceed with line item 0001C, "ASSEMBLY, TESTING AND FINAL ACCEPTANCE". During this third Phase of the Contract, the crane will be assembled on the barge at the barge Contractor's facility, and load handling and stability tests will be performed.

The assembly of the crane on the barge will be performed by the barge Contractor. However, the crane Contractor shall provide complete written "Assembly Instructions and Plans" to the Government for use by the barge Contractor.

During the crane assembly operation, the crane Contractor shall have at least one representative on site at the barge Contractor's facility to provide survey support and to ensure that the assembly operation is executed properly and in accordance with the approved procedures. The procedures will be developed by the barge construction yard, based on the crane assembly instructions and plans, and shall be approved by the crane Contractor prior to assembly.

After the crane is assembled on the barge, and during the barge test period, the crane Contractor shall provide services to demonstrate proper operation of the crane, and carry out the testing of the crane to meet or exceed the test requirements of this Solicitation.

The Contractor is authorized to use sub-Contractors performing under his direction and

supervision, however, the Contractor shall assume full responsibility for the work of any sub-Contractor as if the work was his own.

D. PHASE SEQUENCING

It is intended that the three Phases of this Contract shall be performed sequentially.

The time allotted for each Phase however, 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 and preparation and issue of the Notices To Proceed.

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

The graphic shows the three basic Phases of the Contract. Each Contract Phase is further subdivided into the milestones that must be completed within each Phase and the amount of time allowed accomplishing each. Note that the total time allowed for each phase of the contract matches the "REQUIRED PERIOD OF PERFORMANCE" in Clause F01.

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.

DUTY-CYCLE CONSTRUCTION CRANE

Contract Award - Receipt by Contractor of NTP Phase I (Engineering & Scheduling)

<u>Phase I</u> Engineering and Scheduling 60 Calendar Days CD	30 CD	Receipt @ MDC of initial submittal of all Phase I deliverables
	15 CD	Receipt by Contractor of MDC review comments
	15 CD	Receipt @ MDC of final revised Phase I deliverables (if necessary)

15 CD Receipt by Contractor of NTP Phase II (Construction, Testing & "Delivery @ Origin")

<u>Phase II</u> Construction Testing & "Delivery @ Origin" 300 Calendar Days	255 CD	Completion of Crane construction.
	30 CD	Completion of Crane tests
	15 CD	Completion of preparation for delivery (crane loaded on trucks)

180 CD Receipt by Contractor of NTP Phase III (Assembly, Testing & Final Acceptance)

<u>Phase III</u> 180 Calendar Days	Assembly on the barge and Final Acceptance (All Testing completed)
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H02 CONTRACTOR SUBMITTALS**A. Engineering and Scheduling Phase I Submittals**

The following is a summary of items that the Contractor must submit for the crane after a Notice To Proceed with the Engineering and Scheduling Phase of the Contract is issued. All items must be received, reviewed and approved by the COR before a Notice To Proceed with Phase II of the Contract will be issued. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>Contract Section/Clause Reference</u>
• Crane Calculations, Reports and Drawings	C
• Contractor Quality Control and Inspection Program	E03
• Test Agenda	E03
• Inspection and Test Memoranda	E05
• Construction Plan	H06
• Submittal Schedule (10 Calendar Days after NTP)	H11

B. Construction, Testing and Delivery @ Origin Phase II Submittals

The following is a summary of items that the Contractor must submit after a Notice To Proceed with the Construction, Testing and Delivery @ Origin Phase of the Contract is issued. All items must be received, reviewed and approved by the COR before Provisional Acceptance (Clause E07) will be made. The following items are required:

<u>SUBMITTAL ITEM</u>	<u>Contract Section/Clause Reference</u>
• Commercial Warranties	E09
• As-Built Drawings (One set for COR review)	H14
• Drawings and Manuals (One set for COR review)	H16
• Operator's Manual (One set for COR review)	H17

C. Assembly, Testing and Final Acceptance PHASE III Submittals

<u>SUBMITTAL ITEM</u>	<u>Contract Section/Clause Reference</u>
• Paint Manufacturer Certificate	C405
• Test Report	E05
• As-Built Drawings	H14
• Drawings and Manuals	H16
• Operator's Manual	H17
• Record Photographs	H18

H03 NOT USED**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 requires performed.

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

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

It shall be 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.

All drawings shall be created/prepared using a Computer Aided Drafting/Design (CADD) computer software program, 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.

The Government's review is intended to be limited to the functional aspects of the submittals with limited technical review of general cursory nature only.

The Contractor shall comply with the requirements of the design embodied in the Contract. Where review, approval, classification or certification by a regulatory agency is a provision of the Contract, Government review of Contractor submittals is not intended to address the requirements of those agencies. It is implicit that Government approval 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 thorough review as though it was a first submittal.

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 review comments with the MDC author in order to ensure 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. Refer to Clause H15.

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 ENGINEERING AND SCHEDULING, the Contractor shall develop and submit to the Contracting Officer's Representative the Contractor's proposed plan for the construction of the crane.

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 all major milestones.

After review and approval by the COR; the plan shall be updated monthly and submitted with the Progress Payment Request.

H07 NOT USED

H08 NOT USED

H09 NOT USED

H10 NOT USED

H11 SUBMITTAL SCHEDULE

Ten calendar day after receipt of Notice To Proceed with ENGINEERING AND SCHEDULING, the Contractor shall submit a 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:

- drawing or Report number
- name or title of submittal
- scheduled submittal date(s)
- actual submittal date(s)

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 on the first of each month for the life of the Contract.

H12 NOT USED

H13 NOT USED

H14 "AS BUILT" DRAWINGS

In order to provide a record of the "As-Built" crane, the Contractor shall update the design drawings and documents to clearly show the construction, details, and systems of the crane at the time of delivery. The Government shall have limited rights in the use of the drawings for the purpose of installation, repair and maintenance of the equipment.

All of the drawings and documents shown on the Submittal Schedule, required by Clause H11 will be updated and corrected to form a set of "As-Built" drawings. Prior to the Delivery @ Origin, the Contractor shall submit one set of prints of "As-Built" drawings and documents to the COR for review and approval.

The Contractor shall provide the following deliverables:

- Two sets of black or blue line prints of all "As-Built" drawings.
- One set of high quality (original) mylar reproducibles of all "As-Built" drawings.
- 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). Cards are to be indexed and stored in protective plastic boxes.
- Three sets of electronic files of all computer generated documents and all CADD prepared drawings. The files shall be provided on digital Compact Discs (CD). CADD files shall be in AutoCAD R14 (or higher) .dwg file format. Each document and 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 (on the inside cover of the jewel box) in numerical order by filename, and encased in plastic jewel boxes. The CD jewel box label shall list the MDC project number.

H15 NOT USED

H16 DRAWINGS AND MANUALS

The Contractor shall provide four complete sets of drawings and manuals for each piece of machinery and equipment provided in the crane; that clearly describe the operation, construction, maintenance, repair, adjustment, lubrication, parts lists and "trouble shooting" of every item of machinery and equipment. The Government shall have limited rights in the use of the drawings for the purpose of installation, repair and maintenance of the equipment.

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

Manuals shall be in the English language, and no larger than 8 ½-inches x 11-inches, and bound in hard covers of durable materials.

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 H05, REVIEW OF CONTRACTOR SUBMITTALS.

At least 30 days prior to Delivery @ Origin, 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 four 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 OPERATOR'S MANUAL

The Contractor shall prepare and furnish the Operator's Manual which is intended to be a guide to the operation, maintenance, and utilization of the various systems on the crane and the crane itself.

The manual shall be arranged such that an operator can get a quick overview and understanding of a system and its operation, with specific steps and guidelines to clearly affect system actuation, control and shutdown.

The manual shall include specific maintenance instructions for each system, and item of equipment. The manual shall contain simplified and reduced size arrangement and schematic and/or Diagrammatic-on-Arrangement drawings.

The manual shall be bound in hard cover binder(s) of a durable material.

At least 30 days prior to the end of Phase II, (Delivery @ Origin), one copy of the manual shall be submitted to the COR for review, comment and/or approval.

Prior to the end of Phase III, (Final Acceptance), three electronic copies and four hard copies of the manual shall be provided to the COR. One hard copy shall be the "Master" copy and shall contain the original typed or reproducible version of the manual. The electronic copies shall be provided in accordance with Clause H14.

H18 RECORD PHOTOGRAPHS

The Contractor shall digitally photograph (in .jpg format) the construction progress during Phase II, including the packaging and loading of the crane onto the trucks for delivery, and during Phase III, including the assembly of the crane performed by the barge Contractor.

The Contractor shall create filenames that comply with the MDC file naming scheme (which will be provided to the Contractor at the Pre-Construction Conference) for all digital photographs, and submit a minimum of five (5) photos per week to the COR via e-mail.

Upon completion of the crane assembly by the barge Contractor, all digital photographs shall be compiled onto a single Compact Disk (CD). Two copies of this CD shall be furnished to the COR.

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:

CESWL CRANE
U.S. Army Corps of Engineers
Contract DACW61-02-C-xxxx

All Government Property shall be stored in enclosed, secure, weather tight, 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 NOT USED

H22 CONTINUING CONTRACTS

52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$580,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(1) The name of the subcontractor.

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

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

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

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (DEC 2001)

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

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

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

(8) Name, title, and phone number of person to be notified in event of defective invoice.

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate

assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001)
(DEVIATION)**

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996) (; and

(5) 52.222-41, the Service Contract Act As Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006.)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the

Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

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.

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.

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.

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.

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.

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.

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.)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

52.232-32 Performance-Based Payments (Feb 2002)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the

designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
 - (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's

advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause --
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(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.

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.

52.247-30 F.O.B. ORIGIN, CONTRACTORS FACILITY.

(a) The term "f.o.b. origin, contractor's facility," as used in this clause, means free of expense to the Government delivered on board the indicated type of conveyance of the carrier (or of the Government, if specified) at the designated facility, on the named street or highway, in the city, county, and State from which the shipment will be made.

(b) The Contractor shall --

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods --

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show --

- (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
 - (iii) Lengths and capacities of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
 - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., --
 - (A) "To be converted to a Government bill of lading," or
 - (B) "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
 - (vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and
- (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://farsite.hillaf.mil>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any ___ n/a ___(48 CFR Chapter) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any n/a(48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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.

252.204-7003 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.

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>.

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.

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.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

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

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

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

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

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.

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.

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.

252.247-7022 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.

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.

PART II -LIST OF DOCS, EXHIBITS AND ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

J01 PERFORMANCE EVALUATION FOR SERVICE & SUPPLY CONTRACTS..... 2

PART II
LIST OF DOCS, EXHIBITS AND ATTACHMENTS
SECTION J

J01 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 year's 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.

Performance Assessment Report (PAR)

- Interim
 Final
 Addendum

Period Report: From _____ To _____

Section I

1a. Contractor:	2a. Contract Number:
Address:	2b. Modification Number:
	2c. Del/Task Order Number:
	2d. Initial Value (Base + Options): \$
Place of Performance:	2e. Current Value: \$
1b. Cage Code:	3a. Award Date:
1c. DUNS No.:	3b. Completion Date:

SECTION II

4a. Contractor POC: Name: Position/Title: Address: Phone No.: FAX: E-Mail Address:	4b. Gov't Contract Specialist: Name: Address: Phone No.: FAX: E-mail Address:
---	--

Section III

5. Method of Contract:				
<input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated				
6. Type of Contract: (Check all that apply)				
<input type="checkbox"/> FFP	<input type="checkbox"/> FPR[R]	<input type="checkbox"/> CS	<input type="checkbox"/> CPFF[T]	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FFP-EPA	<input type="checkbox"/> FFP-LOE	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor Hour	<input type="checkbox"/> BOA
<input type="checkbox"/> FPIF	<input type="checkbox"/> T&M	<input type="checkbox"/> CPAF	<input type="checkbox"/> ID	<input type="checkbox"/> Letter
<input type="checkbox"/> FPR[P]	<input type="checkbox"/> CR	<input type="checkbox"/> CPFF[C]	<input type="checkbox"/> IQ	<input type="checkbox"/> Other
7. Socio-economic Program:				
<input type="checkbox"/> SBSA	<input type="checkbox"/> 8(a)	<input type="checkbox"/> SBIR	<input type="checkbox"/> SBCDP	<input type="checkbox"/> Other
8. Competition:				
<input type="checkbox"/> Full and Open Competition		<input type="checkbox"/> Sole Source		<input type="checkbox"/> Other
9. Type of Supply/Services:				
<input type="checkbox"/> Commercial		<input type="checkbox"/> Non-Developmental		<input type="checkbox"/> Non-Commercial

Section IV

10. Business Sector:		
<input type="checkbox"/> Space <input type="checkbox"/> Ordnance <input type="checkbox"/> Aircraft <input type="checkbox"/> Training System	<input type="checkbox"/> Ground Vehicles <input type="checkbox"/> Shipbuilding <input type="checkbox"/> Other Systems <input type="checkbox"/> Operations Support	<input type="checkbox"/> Information Technology <input type="checkbox"/> Science & Technology <input type="checkbox"/> Services <input type="checkbox"/> Health Care Services
11a. FSCs:		
11b. SICs:		
12. Description of Requirement:		
Section V (All business Sectors other than Systems)		
The rating assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."		
14a. Quality of Product/Service		
Rating: (check one)	Narrative rationale: _____ _____ _____ _____ _____	
<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory		
<hr/>		
14b. Schedule		
Rating: (check one)	Narrative rationale: _____ _____ _____ _____ _____	
<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory		

14c. Cost Control	
Rating: (check one)	Narrative rationale: _____
<input type="checkbox"/> Exceptional	_____
<input type="checkbox"/> Very Good	_____
<input type="checkbox"/> Satisfactory	_____
<input type="checkbox"/> Marginal	_____
<input type="checkbox"/> Unsatisfactory	_____
14d. Business Relations	
Rating: (check one)	Narrative rationale: _____
<input type="checkbox"/> Exceptional	_____
<input type="checkbox"/> Very Good	_____
<input type="checkbox"/> Satisfactory	_____
<input type="checkbox"/> Marginal	_____
<input type="checkbox"/> Unsatisfactory	_____
14e. Management of Key Personnel	
Rating: (check one)	Narrative rationale: _____
<input type="checkbox"/> Exceptional	_____
<input type="checkbox"/> Very Good	_____
<input type="checkbox"/> Satisfactory	_____
<input type="checkbox"/> Marginal	_____
<input type="checkbox"/> Unsatisfactory	_____
14f. Other (Optional)	
Rating: (check one)	Narrative rationale: _____
<input type="checkbox"/> Exceptional	_____
<input type="checkbox"/> Very Good	_____
<input type="checkbox"/> Satisfactory	_____
<input type="checkbox"/> Marginal	_____
<input type="checkbox"/> Unsatisfactory	_____

Section VI	
15. Evaluator Name: Phone: FAX: E-Mail:	Signature: Date Approved by Evaluator:
16. Contracting Officer/PM Name: Phone: FAX: E-Mail:	Signature: Date Approved by Evaluator:
17. Agency Review Name: Phone: FAX: E-Mail:	Signature: Date Approved by Evaluator:
18. Contractor Review Name: Position/Title: Phone: FAX: E-Mail:	COMMENTS PROVIDED? <input type="checkbox"/> Yes If YES, indicate number of <input type="checkbox"/> No pages attached () Date of Receipt of Contractor Response: _____
19. Resolution Authority Name: Phone: FAX: E-Mail:	Date Referred: _____ Date of Resolution: _____
20. Source Selection Availability Date of Final Review: _____	Date PAR entered into PPIMS: _____

Section V

Non-Systems Contracts Performance Elements: Assess contractor performance using the following elements:

- 14a. **Quality of Product or Service** - Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).
- 14b. **Schedule** - Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g. efforts that contribute to or effect the schedule variance).
- 14c. **Cost Control** (Not required for FFP and FFP w/EPA contracts) - Assess the contractor's effectiveness in forecasting, managing and controlling contract cost.
- 14d. **Business Relations** - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women-owned business participation goals.
- 14e. **Mananernent of Key Personnel** (For services and information technology contracts only) -Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel

***Rating System:** use the following rating system to assess contractor performance for . **all PPI elements (14a. through 14e.):**

- (1) **Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- (2) **Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- (3) **Satisfactory** - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- (4) **Marginal** - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- (5) **Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or subelement contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The rating* assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."

SECTION K OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (DEC 2001) ALTERNATE I (OCT 2000)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

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

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this

provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

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

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

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

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

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

Over 1,000 Over \$17 million

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

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

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

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

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

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) 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).

____ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the

clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (DEC 2001) ALTERNATE I (OCT 2000) & ALTERNATE III
(OCT 2000)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- ___ 50 or fewer ___ \$1 million or less
- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

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

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

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

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

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

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) 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).

___ Individual/concern, other than one of the preceding.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products

Line Item No.:-----

(List as necessary)

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

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

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L000 PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

L001 GENERAL

Offerors shall submit three copies of the entire Proposal for evaluation. To be responsive, the Offerors shall address all elements, or topics, required as detailed herewith.

The Proposal shall include an index of the complete proposal to identify the content, and to assist in locating the elements, or topics, within the Proposal, page separators/tabs can be used.

Page B-1 of the Solicitation must be filled in and included with the Proposal to reflect the offered price. This page is the Cost Proposal, and must be separate, or separable, from the rest of the Proposal, to allow technical review by Government technical representatives without influence of cost. Cost information shall only be displayed on page B-1 and shall not be included anywhere else within the Proposal.

The Offerors are advised that each Proposal submitted must be complete, and shall be in the format required with information organized as specified. This is necessary to facilitate and expedite an effective review.

Proposals shall not include variable feature options within the Proposal. Each Proposal must be clear as to the services and features to be furnished without contingency. This will facilitate a fair and equitable review and evaluation. The Offerors, however, may send in more than one complete Proposal to propose alternative features.

L002 REQUIRED TECHNICAL PROPOSAL SUBMITTALS

The Offeror shall assure that the Technical Proposal completely and adequately addresses all of the requirements listed below, and that each element or topic is addressed and presented in the same order as contained herewith.

As a minimum, the information listed below shall be included in each Proposal submitted. Additional data, which would serve to clarify the Proposal, should also be submitted.

The Offerors may submit with their Proposals, in addition to these minimum requirements, any content or description of features that may demonstrate enhanced safety, improved performance and reliability of the features incorporated in the proposed crane.

Any other information deemed necessary by the Contracting Officer for a clear understanding of the Proposal shall be furnished upon request.

Offerors that submit Proposals that are not complete, may or may not be given the opportunity to submit any additional material, and may be considered non-responsive. Completeness of the Proposals will be verified against the following element requirements:

A. CRANE GEOMETRY

The Offeror shall include in his Proposal, a Conceptual Drawing representing the Outboard Profile(s) and Plan View(s) of the proposed crane, to demonstrate compliance with all dimensional requirements of this Solicitation.

As a minimum, the following must be clearly shown:

- Crane height when stowed
- Cab location and elevation of cab top
- Crane tailswing
- Minimum radius reach (boom up)
- Diameter of pedestal/tub/king-post
- Height above deck (pedestal to tailswing)
- Boom length, heel pins to main hoist
- Boom length, main hoist to auxiliary hoist

B. CRANE DESIRABLE FEATURES

The Offeror shall submit with his Proposal, complete information on the desirable features outlined in the Specification, Section C.

As a minimum, the following crane particulars must be addressed:

- Engine horsepower
- Engine rated RPM @ max. HP
- Diameter and flange depth of all drums
- Flange depths of hoist drums
- Width of hoist drums
- Hydraulic system operating pressure
- Is the hydraulic fluid cooled by a dedicated system?
- Is the hydraulic fluid environmentally friendly?
- Is the engine cooling fluid environmentally friendly?
- Is cooling air exhaust directed from the machinery space to the outside?
- Does the crane require "assembly" (positioning of the mast or A frame) from stowed to the operating configuration? In the affirmative, is the positioning automatically controlled by hydraulics?

C. CRANE GENERAL ARRANGEMENT

The Offeror shall include in his Proposal, a Conceptual Drawing representing the General Arrangement of the Cab and Machinery Space of the proposed crane.

The arrangement of the cab shall include the detail of the operator chair and the position of the crane controls with their functions labeled.

The drawing(s) shall list major mechanical and electric system components, indicating equipment designation, vendor source, and model.

D. CRANE OPERATION

The Offeror shall include in his Proposal, a brief narrative describing the crane operation, with a detailed description of the controls provided for the crane functions.

A load chart indicating crane capacity, as a function of all possible reach radii shall be provided, for all boom lengths at ratings of 0°, 1°, 2° and 3° machine lists.

E. CRANE MAINTENANCE

The Offeror shall include in his Proposal, a brief narrative describing the crane maintenance requirements. Reference to service and parts availability in the U.S. must be described as well.

F. CRANE WEIGHT

The Offeror shall submit with his Proposal, the estimated total weight of the crane and location of CG referenced from the crane center of rotation.

G. LIST OF PROPOSED DELIVERABLES

The Offeror shall provide a list of proposed deliverables for the Contractor's performance during Phase I - Engineering and Scheduling, (See Specification Section H).

L003 REQUIRED COST SUBMITTALS

A price for the three phases and for the entire job shall be provided with each Proposal, for the work outlined in the RFP, by filling in page B-1 of this Solicitation. Note that page B-1 must be returned with the Proposal in separate, or be separable from the rest of the Proposal.

L004 REQUIRED MANAGEMENT SUBMITTALS

As a minimum, the information listed below shall be included in each Proposal submitted. Additional data, which would serve to clarify the Proposal, should also be submitted. Any other information deemed necessary by the Contracting Officer for a clear understanding of the Proposal shall be furnished upon request.

The following lists the topics related to the Contractor's Management performance capability that must be addressed in narrative form. Sketches and/or other visual methods to convey the information are encouraged. Each topic shall be addressed to the degree necessary to provide Government reviewers with a clear understanding of what will be provided. It is the Government's expectation that the level of information requested would be typically found in sales and promotional literature. It is not the intension of the Government for this to be an onerous task.

A. OFFEROR ORGANIZATION

The Offeror shall provide a clear identification of his organization including:

- Name and type of company
- Brief history of company
- Principal ownership, subsidiaries, and corporate affiliations

B. OFFEROR FACILITIES AND EQUIPMENT

The Offeror shall furnish a description of the facilities and major equipment available and planned to be used on this project. Shop facilities shall be clearly identified and briefly described.

C. PROJECT QUALITY CONTROL PLAN

The Offeror shall make a brief description of his Quality Control/Quality Assurance Organization, and how it will be applied to this project.

The Offeror shall provide a brief statement of his ability to provide a crane designed and constructed to the standards listed in Specification Section C, Clause C003.

D. PROJECT SCHEDULE

The Offeror shall submit a Project Schedule with his Proposal. The scheduling information shall demonstrate a logical, orderly and workable approach to the Project and the Contract.

The schedule shall meet or improve upon the specific durations, in calendar days, as required by Section F, Clause F01. The schedule is for information purposes only. No special consideration will be given to Offeror's whose schedules are more favorable than the one cited in Section F.

Following the award of this Contract, the services to be provided by the crane Contractor shall be structured and will be managed in three Phases as follows:

- Phase I Engineering and Scheduling
- Phase II Construction, Testing, and Delivery @ Origin
- Phase III Assembly, Testing and Final Acceptance

The sequencing of these phases is further defined with a narrative and graphic In Section H, Clause H01.

E. WARRANTY

The Offeror shall identify the terms of a warranty offered within his proposal.

F. FINANCIAL CONDITION

Describe why the Government should be confident that this project would be successfully completed from a financial standpoint.

L005 REQUIRED PAST PERFORMANCE AND EXPERIENCE SUBMITTALS

The Offeror shall provide a discussion of his Past Performance, making reference to his rating in formalized Government or customer surveys as applicable. If applicable, list any Contract that was terminated for the convenience of the Government within the past three years and any Contract that was terminated for default within the last five years. Explain the circumstances. If none, please state so.

The Offeror shall also provide a discussion of his Experience on similar type of work over the past two years, indicating:

- List of customers
- The rated capacity/reach of the crane(s) fabricated in the past two years

L006 TECHNICAL EVALUATION CRITERIA

Listed below, in descending order of importance, are the Technical Evaluation Factors for Award criteria identified in Specification Section M. After each is a description of the evaluation criteria. Refer to Section M for the relationship between technical, cost and management items.

Item (1) is the most significant. Items (2) thru (6) are equal in importance, but are less significant than (1).

1. Performance Capability and History of the Model of Crane Offered; Performance Capability as used here means the overall performance capability of the crane, principally the capacity in all operating conditions and other lifting capability to include the whip line. This items represents what the crane is capable of doing. History is indicative of an offer of a production model crane with a proven track record in the industry. It is understood that some level of customization may be required.
2. Functionality; Functionality as used here means features built into the crane that will make it safe and easy for the operator to use in performance of the mission. Examples would include; ergonomic considerations for the operator, visibility for the operator, layout of the controls, safety features, and availability of load and positioning information provided in the cab.
3. Operating Efficiency; The use of features in the crane that improve the overall efficiency of the operation. This item includes such things as hoist speed, luffing speed, precision of positioning and movements, ease of altering boom length and changing out wire rope, and ease of rotating the crane on the barge.
4. Maintainability; Maintainability as used here means the ease with which equipment, machinery, and structure can be accessed, removed or repaired, reinstalled, painted, etc. It also includes the local and timely accessibility of manufacturers technical support and access and availability of replacement parts.
5. Operating Reliability; Operating Reliability as used here means the likelihood of avoiding unscheduled downtime and is indicative of the quality of the components that make up the crane.
6. Durability; Durability as used here means the likelihood that the crane will last and is indicative of the ruggedness of the design and construction.

L007 COST EVALUATION CRITERIA

Listed below in descending order of importance, are the Cost Evaluation Factors for Award criteria identified in Specification Section M. After each is a description of the evaluation criteria. Refer to Section M for the relationship between technical, cost and management items.

Item 1 is more significant than Item 2.

1. "Cost Reasonableness." Reasonableness as used here means the competitiveness of the offeror's proposal considering the most probable cost of doing business with the offeror, based on the merits of the technical and management proposals.
2. "Cost Realism." Cost realism as used here means an assessment that the offeror has proposed sufficient resources to successfully perform the work.

L008 MANAGEMENT EVALUATION CRITERIA

Listed below, in descending order of importance, are the Management Evaluation Factors for Award criteria identified in Specification Section M. After each is a description of the evaluation criteria. Refer to Section M for the relationship between technical, management and cost items. Offerors should note that the technical and cost portion of each proposal will be weighted more heavily than the management portion. Management is, however, a significant factor.

Item 1 is the most significant. Items 2 and 3 are of lesser significance, but are equal to each other. Items 4 and 5 are of least importance, but are equal to each other.

1. "Previous Similar Deliveries." An evaluation of an offeror's relevant experience.
2. "Technical Capability of Organization." Technical capability of organization as used here means the technical capability of offeror's staff.
3. "Organizational Resources." Organizational resources as used here means the availability of resources to the offeror and includes facilities, equipment, engineering, software, etc. that would enable the offeror to execute this contract.

4. "Financial Risk." Financial risk as used here means an assessment of the risk that the project will be completed from a financial resources standpoint.
5. "Warranty." Warranty as used here means the terms for both length of time and coverage provided.

L009 PAST PERFORMANCE AND EXPERIENCE EVALUATION CRITERIA

Identified below are the criteria that will be considered for the evaluation of the Offeror's past performance. Refer to Section M for the relationship between the technical, cost, management and past performance items.

Past performance as used here means the offeror's performance record within the past three years.

PART IV - REPRESENTATIONS AND INSTRUCTIONS - SECTION M - EVALUATION FACTORS FOR AWARD

The Government's intent is to award a contract on the basis of "Best Value". The Government will award a contract resulting from this Solicitation to the responsible offeror whose offer, conforming to the Solicitation, will be most advantageous to the Government. Cost or price and other factors to be considered are identified in this Section. The Government reserves the right to award the contract to the offeror whose proposal is not the lowest in price.

Attention is directed to Section L, "Instructions, Conditions, and Notices to Offerors", which contains the specific proposal requirements pursuant to this Solicitation.

Offerors are advised that each proposal submitted shall be complete and in the format required, with information organized as specified in Section L. Furthermore, each proposal shall be compatible with Section C - Description/Specification/Work Statement.

All proposals will be reviewed initially for proposal submittal compliance with the requirements of the technical specifications in Section C. This will be considered "pass/fail" criteria. If any of the specification requirements are not met, this factor will be evaluated as unacceptable. An award will not be made to any offeror who does not meet all of the "pass/fail" requirements.

Upon satisfaction of the "pass/fail" requirements, the proposals will be evaluated against the evaluation factors listed below. Specific discussion of these factors, their subfactors, and the proposal submittal requirements and elements are listed and defined in Section L. The award will be made on the basis of these following factors in descending order of importance. Although ranked on relative order, all factors are significant.

1. Technical merit
2. Price
3. Management merit
4. Past performance and Experience

The Government may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint.