

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 25
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03-Jun-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION USACE, LITTLE ROCK (W9127S) 700 W. CAPITOL AVE, RM 7018 LITTLE ROCK AR 72201-3225	CODE W9127S	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W9127S-04-R-0010	
		X	9B. DATED (SEE ITEM 11) 25-May-2004	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 1. The solicitation is amended to make the following changes: a. Section 00010 - Alternate Bidding Schedules 1 & 2 are changed to add the following statement: "Offeror shall bid on ONE alternate bidding schedule only". b. Section 00010 - Alternate Bidding Schedule 2, bid items 0048 - 0051 are changed to add the following: "Overburden". c. Section 00600 - Representations & Certifications, Local Clause 52.1000-4006 Enclosures, Encl 5, Sample Subcontracting Plan - Page 7 is added, annotated as Encl 1, Amendment 0001. 2. All other changes are noted in the Summary of Changes.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 03-Jun-2004	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The Issued By organization has changed from
CONTRACTING DIVISION
USACE, LITTLE ROCK (W9127S)
700 W. CAPITOL AVE, RM 7412
LITTLE ROCK AR 72201-3225
to
CONTRACTING DIVISION
USACE, LITTLE ROCK (W9127S)
700 W. CAPITOL AVE, RM 7018
LITTLE ROCK AR 72201-3225

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

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

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

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and FTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination

before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or FTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or FTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or FTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or FTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

The following have been modified:

LOCAL CLAUSES

52.1000-4900, INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS – PROPOSALS (CESWL)

1. SCOPE: Offerors are invited to submit proposals in response to our Request for Proposal (RFP) entitled, Pulaski County Pedestrian / Bicycle Bridge, Murray Lock and Dam.

As a result of this solicitation, the Government intends to award a Firm Fixed Price (FFP), best value contract as unrestricted. A contract will be awarded will be made to the offeror whose proposals, responsive and conforming to the RFP, are determined to be most advantageous to the Government in terms of past performance, technical, and price.

2. PRE-PROPOSAL CONFERENCE:

- a. A pre-proposal conference will be conducted on 8 June 2004 at 9:00 am in the District Engineers Conference Room, 7th Floor, Federal Office Building, 700 West Capitol Avenue, Little Rock, Arkansas. The purposes of the pre-proposal conference are to:
- i) Brief prospective offerors on the proposal requirements.
 - ii) Answer previously submitted questions. (Questions submitted on the day of the meeting will be answered in follow-up correspondence.)
 - iii) Conduct a site visit to Murray Lock and Dam after the briefing. Contractors will be responsible for providing their own transportation to the government parking lot on the south side of the dam. Site visits will not be available at any other times prior to close of the proposals.
- b. Due to security concerns, the Corps will issue passes for persons to enter the gated area at the lock and dam. To obtain a pass, please register in advance by sending an Email listing the names of all attendees and the business or agency that they represent to Contracting Officer, Helen McCullough, email address: Helen.E.Mccullough@SWL02.usace.army.mil, no later than 3 June 2004. All interested parties must bring a photo ID (e.g. a drivers license) to receive a pass. A Corps employee must accompany prospective contractors at all times while at the lock and dam. We request that the attendees at the dam remain together and do not “wander off” or “scatter” during the visit. Any information furnished by you that is protected under the Privacy Act shall not be released unless permitted by law and/or you have consented.
- c. Offerors are requested to submit questions for the conference to the point of contact noted above not later than 3 calendar days prior to conference. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.
- d. Representatives of other agencies affected by the project have been invited to the pre-proposal conference. This has been done to keep the other agencies informed of the process, and will also help the contractors to assess the level of local interest in the project and potential project sensitivities.
- e. A record of the conference shall be made and furnished to all prospective offerors via posting to our web site at <https://ebs.swl.usace.army.mil/AdvertisedSolicitations.asp>. The record will include minutes of the meeting, list of attendee, including questions (on a non-attribution basis) and answers.
3. CLAUSES. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text. Clauses and provisions in this document may not appear in consecutive order.
4. REMOVAL OF SECTIONS AT TIME OF AWARD. Sections 00100 and 00600 will be physically removed as a result of an award, but will be deemed to be incorporated by reference in that award.
5. DISPOSITION OF UNSUCCESSFUL PROPOSALS: In compliance with FAR Subpart 4.8 the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals. No destruction certificate will be provided.
6. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:
- a. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, for proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer. The Contracting Officer reserves the right to address questions received after 29 June 2004 after solicitation closing with those offers deemed responsive and/or in the competitive range. All questions and requests for information (RFI) must be received NOT LATER THAN 18 June 2004 and will be posted not later than 19 June 2004. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to our web site at <https://ebs.swl.usace.army.mil/AdvertisedSolicitations.asp>. Receipt by the offeror must be acknowledged in the space provided on the SF 1442, or by returning a signed copy of the amendment by the time set for receipt of

proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

b. Any questions or requests for clarifications, and information concerning this solicitation must be submitted in writing (either, fax or by email) email is preferred, to the contracting office provided in Section 00010, QUESTIONS REGARDING THIS SOLICITATION form at the address stated in paragraph 9.

7. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS: The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both, prior to and/or after the date set for receipt of proposals, as necessary. Such changes, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and other information applicable prior to the date set for receipt of proposals will be posted on the following website: <http://ebs.swl.usace.army.mil/AdvertisedSolicitations.asp>. Though every effort will be made to provide email notification when a change is posted, such notification is NOT guaranteed and should not be expected. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information.

8. SUBMITTAL OF PROPOSALS/INVITATIONS:

The Offeror will submit one copy of the Volume 1 (price proposal) in a sealed envelope and six copies of Volume 2 (technical proposals) in separate clearly marked sealed packages to the Contracting Officer. The front of the package shall be marked: “PROPOSAL No. W9127S-04-R-0010, DO NOT OPEN--- Competitive Acquisition”.

Proposals may be submitted as follows:

U.S. Mail Delivery

Contracting Officer, Attn: CESWL-CT-A
Federal Office Building, Room 7412
Little Rock District, Corps of Engineers
P.O. Box 867
Little Rock, Arkansas 72203-0867

Commercial Package Delivery

Contracting Officer, Attn: CESWL-CT-A
Federal Office Building, Room 7412
Little Rock District, Corps of Engineers
700 W. Capitol Avenue
Little Rock, Arkansas 72201

Hand carried proposals must be deposited in the repository prior to the time established for receipt of proposals. Extra time should be allowed for parking and security screening at the entrance to the Federal Office Building to enable proposals to be delivered prior to the closing time for receipt of proposals. The Contracting Officer may declare proposals that are received too late as non-responsive.

9. DATE AND TIME SET FOR RECEIPT OF PROPOSALS: Volumes 1 and 2 are due on the date and time set for the receipt of proposals shown in Block 13 of the SF1442. In the event this date is extended, then Volume 1 and 2 are also extended. Volume 2, Management/Technical Proposal Information shall only be extended when so noted in an Amendment. The time and date that was initially established for receipt is shown below:

DESCRIPTION	DUE DATE/TIME
a. Volume 1 - Price Proposal	(29 June 2004, 4:00 pm)
b. Volume 2 - Technical Proposal	(29 June 2004, 4:00 pm)

10. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS. This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

11. ACQUISITION WEB PAGE: All information relating to this RFP, including pertinent changes/amendments and information will be posted on the USACE Little Rock District website:
<https://ebs.swl.usace.army.mil/AdvertisedSolicitations.asp>

(End of Section)

52.1000-4901 PROPOSAL PREPARATION INSTRUCTIONS (CESWL)

1. GENERAL INSTRUCTIONS:

Cost/pricing information in the proposal shall be submitted in Volume 1 as summarized below and as required by the specifications. Technical personnel that review and evaluate the technical merits of each proposal will not have knowledge of the price offered.

Information submitted in the proposals will be evaluated to determine which offer provides the best value to the government.

The government shall incorporate the offeror's proposal into any resultant contract.

All solicitation amendments must be acknowledged in accordance with Section 00100, FAR Clause 52.215-1, Instructions to Offerors.

The Contractor shall include allowance in the Proposal and shall schedule any contingency for weather delays for severe weather in accordance with weather requirements included in Section 01015, CONDITIONS.

The Offeror shall be solely responsible for construction of the project.

Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and elimination from consideration for award.

The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will enable the Government to easily understand and perform a thorough and fair evaluation.

2. PROPOSAL VOLUME 1 FORMAT AND CONTENT:

a. **FORMAT:** Volume 1 will be submitted in a 1/2" white 3-ring binder. The cover of each binder will clearly identify the offeror's name, address, volume number, RFP number, and RFP title. Provide an index at the front of the volume. Index tabs should be provided to identify and separate sections 00010, 00100, and 00600.

b. **CONTENT:** Offerors shall provide all price/cost information necessary to provide a meaningful basis for government's analysis and evaluation of price/cost for the project, as described in Section 00100 of this solicitation. The Government is not and does not intend on requesting certified cost or pricing data. Offerors may be required, during the evaluation process to provide sufficient price/cost information that will enable the Government to perform an evaluation in accordance with Section 00100. The offeror shall also provide a brief explanation of the work to be performed by each subcontractor (as applicable). If an offeror proposes an unusually low price, the offeror should also be prepared to provide rationale to justify the price. Detailed requirements follow:

(1) Section 00010 – Complete in its entirety the "Offeror" portion of the Standard Form 1442. An official having the authority to contractually bind your company must sign the SF1442 in accordance with FAR 4.102. One copy of the SF1442 must bear an original signature.

(2) Bid Schedule – Complete only one of the alternative bid schedules.

(3) List all subcontractors with a brief explanation of the work to be performed.

(4) Section 00600 – Representations and Certifications are local, state, and federal representative statements and certifications made by the offeror concerning a variety of issues. Complete each item in Section 00600. to include all enclosures.

(5) NOTE: Overhead and profit shall be applied proportionally to each category and will not be shown separately.

3. PROPOSAL VOLUME 2 FORMAT AND CONTENT:

a. **VOLUME 2 FORMAT:** Volume 2 will be submitted in a 1” white 3-ring binder. The cover of each binder will clearly identify the offeror’s name, address, volume number, RFP number, RFP title, and copy number (e.g. copy 2 of 6). The original for each volume will be clearly identified on the cover. Provide an index at the front of the volume that identifies major areas, paragraphs and subparagraphs by number and title as well as by page number and tab section locations. Provide index tabs to identify and separate each factor.

b. **VOLUME 2 SIZE LIMITATION:** Volume 2 is limited to a maximum of 50 typewritten pages single-sided or 25 pages front and back. The page limit includes: text, charts, graphs, diagrams, tables, photographs, drawings, appendixes, etc. The index and index tabs are not counted in the 50-page limit. Pages in excess of the maximum limit shall be marked as “excess” and unread.

The type size shall not be smaller than Microsoft Word Times New Roman 10 point font, normal proportional spacing. The pages shall be numbered and the sections tabbed and conform to the format given below. All pages must be 8-1/2” by 11”, except that project schedules with Gantt charts may be presented on 11” x 17” paper, since the larger size would enhance readability of the Gantt chart. The Government will not accept any changes to the contractor’s proposal after the closing date of the solicitation. (See FAR 15.208 for further information regarding late proposals.)

4. BASIS FOR AWARD

(1) Subject to the terms and conditions contained herein, a single award will be made to the responsible offeror submitting the offer considered most advantageous to the Government, considering evaluation factors and price for each schedule. Proposal must contain clear and concise evidence of the Offeror’s ability to provide work in accordance with this solicitation.

(2) The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror’s proposal.

(3) Award will be made to the Offeror whose offer will be most advantageous to the Government, considering the evaluation factors stated below. All evaluation factors and cost or price are equal for evaluation purposes.

(4) All offerors are advised that the Government intends to evaluate proposals and award this contract **WITHOUT DISCUSSIONS** with offerors (other than a request for clarifications for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal). However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary at which time discussions will be conducted with all offerors determined to be in the competitive range. Therefore, each initial offer should contain the offeror’s best terms from a cost or price and technical standpoint. **DO NOT ASSUME YOU WILL BE CONTACTED OR AFFORDED AN OPPORTUNITY TO CLARIFY, DISCUSS, OR REVISE YOUR PROPOSAL.**

52.1000-4902 TECHNICAL EVALUATORS (CESWL)

A four person Technical Team will evaluate the technical proposals independently of the price evaluation. Technical evaluators will not have access to price data during the source selection. The technical team will determine which technical proposals are credible and verifiable, and indicate that the contractor’s performance can

acceptably meet the government's requirements. Among the technical evaluation factors, Factor 1) is of most importance with Factors 2, 3 and 4) being of equal importance. Factor 5, is either pass or fail, if applicable.

A contract will be awarded to a single Offeror based upon a combination of technical and cost criteria. For this selection the weighting between technical and cost is as follows: Technical 50% Cost 50%

52.1000-4903 EVALUATION FACTORS FOR AWARD

Factor 1 – Offeror Experience and Resources

a) Experience: Demonstrate the experience of the construction team to complete this project. This section may be in any format; however, as a minimum, provide the following:

i) A list of three or more relevant construction type projects, current or completed in the last 8 years, that best demonstrates experience with this type project. For these projects briefly describe the type of structural design and construction methods employed. State any innovative methods developed or used to complete these projects. Include the company's experience on working from a floating plant.

ii) Include experiences working on public projects with heightened public interest and daily contact with the public. This should include any routing of pedestrian and or vehicle traffic. State prior experiences in coordinating with various government organizations and public interest groups.

iii) Identify any teaming arrangements planned for this project such as joint venture, protégé/mentor, or key subcontractors performing major portions of the work. List the percentage of work that the contractor plans to perform.

iv) Include the company's experience with scheduling and type of schedule programs used. State if this experience is within the company or if consultants will be used. List any past successes with completing similar type projects ahead of or on schedule. Include any scheduling initiatives the company would adopt to help complete this project within the time allotted.

b) Resource Commitment: List any major resources under direct control by the firm to be utilized for this project. Response to this section shall include, as a minimum, the following:

A list of any other corporate resources, subsidiaries, manufacturing facilities, etc. which may be used to the benefit of this project to include heavy equipment, barges, concrete placement equipment, or batch plants.

Factor 2 - Project Organization, Personnel, and Subcontractors

a) Project Organization: Describe the organization and structure of the construction firm. Describe how the project office will be structured, organized and how the construction process will be managed. Demonstrate ability to properly staff the project for the scope of the work required. Provide a project organization chart that best summarizes the resources and personnel to be used on the project. Indicate the responsibilities of each member of the project team. List any consulting engineering firm, which the offeror may secure for consultation or testing work on the project.

b) Personnel: Demonstrate that the personnel proposed to provide construction services are qualified to deliver a project of this scope and size. The response to this section may be presented in any format, but as a minimum, provide the following information:

Name, project title, education including college degree(s), dates of graduation, professional registration/state, employment history (firm name and dates of employment), project experience (title, project name, description of scope and specific responsibilities on the project). Information shall be

provided on all proposed personnel including any field staff. Refer to the requirements for the quality control personnel in specifications Section 01451, Contractor Quality Control. SF 255 is acceptable.

c) Subcontractors: List the "key subcontractors" to be used for each major part of the construction and the percentage of work to be subcontracted. Submit past experience history or related experience for the key subcontractors. Revisions to proposed subcontractors shall be approved by the Contracting Officer.

Factor 3 – Past Performance

Demonstrate past performance on projects similar in scope, size and delivery process by submitting three client references. Submit references that best demonstrate performance on this type project or delivery process. References shall include a current person to contact, title, address, telephone number, project description, construction cost, role of the firm on the project, and date of completion. State all other ongoing projects under construction by the firm.

The information must provide a point of contact for each reference at each agency or business organization. The Government intends to contact these references and will consider this information as well as information obtained from any other sources when evaluating the offeror's past performance. In selecting references, offerors should consider the currency and relevancy of the past performance information. Current and recent performance may have greater impact than more distant past performance. In determining relevancy to the solicitation requirement, offerors should provide references in which similar construction methods and complexity were employed. Offerors may include with their proposal, information on problems encountered on the identified contracts and the offeror's corrective actions. CCASS will be used as a means of obtaining past performance information.

Evaluation of past performance will be a subjective assessment based on consideration of all relevant facts and circumstances. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

Factor 4 – Quality Control and Safety Implementation

a) Controlling Quality: Demonstrate the company's ability to control quality throughout the construction phases of the project. Identify the four most significant quality control activities which the company perceives as instrumental to constructing this project. Describe what measures, programs, specialized systems or equipment, and experienced persons the company will incorporate as part of their proposal to ensure a quality project and maintain an effective quality control program.

b) Safety Performance - Describe past project successes relating to safety listing any safety awards received, company safety program, and length of time worked without a lost time accident. State the current Experience Modifier Ratio (EMR) earned by the company. Analyze and identify the major safety hazards the company anticipates with this project and outline the approach they will follow to control the risks and mitigate hazards to the workers

Factor – 5 Subcontracting Plan (Applicable to Large Business Only)

a) Offerors who meet the small business size standards for this procurement are not required to submit a subcontracting plan and will receive a neutral evaluation for this rating factor. Offers considered as large businesses are required to submit a subcontracting plan in accordance with FAR Clause 52.219-9, Small, Small Disadvantaged, Women-Owned, and Veteran-Owned Small Business Subcontracting Plan, located in Section 00700. Past performance of offerors in complying with the requirements of this clause will be evaluated based on government projects listed for "Experience" above. However, information may also be obtained from other sources known to the Government.

b) Subcontracting Plan - Large Business Only (Pass/Fail) - Small Business and Small Disadvantaged Business Subcontracting Plan (Applicable to Large Businesses only). The Subcontracting plan required by Far 19.704, will be evaluated in accordance with AFARS Appendix DD.

(End of Section)

The following have been deleted:

52.225-10 Notice of Buy American Act Requirement--Construction MAY 2002
Materials

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been added by reference:

252.247-7022 Representation Of Extent Of Transportation Of Supplies By Sea AUG 1992

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

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

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

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

Cost of components means--

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

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

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

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

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: ("none")

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material.... ..

Domestic construction material... ..
 Item 2:
 Foreign construction material... ..
 Domestic construction material... ..

 \1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
 Include other applicable supporting information.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when

submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit

any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases .-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time -and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAY 2004)

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

(1) Bearing components means the bearing element, retainer, inner race, or outer race.

(2) Miniature and instrument ball bearings means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) Except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as preformed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as components if--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial components manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract if the end item is bearings or bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor shall acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor shall retain records showing compliance with the restriction in paragraph (b) of this clause until 3 years after final payment and shall make the records available upon request of the Contracting Officer.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

The following have been deleted:

52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been deleted:

52.211-13 Time Extensions

SEP 2000

(End of Summary of Changes)