

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1 29		
1. REQUEST NO. DACW62-03-T-0018	2. DATE ISSUED 24-Jun-2003	3. REQUISITION/PURCHASE REQUEST NO. W38XDD-3160-7465	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY US ARMY ENG DISTRICT- NASHVILLE-DACW62 CONTRACTING DIVISION P. O. BOX 1070 NASHVILLE TN 37202-1070		6. DELIVER BY (Date) SEE SCHEDULE				
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) KRISTAL R JONES 615-736-7276		7. DELIVERY <input checked="" type="checkbox"/> FOB [] OTHER DESTINATION (See Schedule)				
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE		9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE				
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 15-Jul-2003						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TOWBOAT IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND DRAWINGS	1	Each		
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CHIPPER IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND DRAWINGS	1	Each		
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BARGE WITH ATTACHED BOOM, BOOM ATTACHMENTS, DECK HOUSE, POWER SOURCE, RAMP AND ASSOCIATED EQUIPMENT IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND DRAWINGS	2	Each		
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DUMPSTER, LARGE IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND DRAWINGS	2	Each		
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	DUMPSTER, SMALL IN ACCORDANCE WITH ATTACHED SPECIFICATIONS AND DRAWINGS	2	Each		
	FOB: Destination				

Section C - Descriptions and Specifications

SPECIFICATIONS

General: Fabricator is to provide a new workboat and two (2) sectional barges with minimum requirements as detailed below and provided on the contract drawings. This will be a best value procurement and the fabricator who provides the best value to the Government. Price shall include delivery to General Burnside State Park, Burnside, Kentucky.

Publications, Standards and Regulations: The plant to be provided under this contract shall be constructed in accordance with approved shop drawings in accordance with the rules, regulations and standards of the following Regulatory Agencies and organizations (latest edition):

American Bureau of Shipping, Rules for the Construction and Classing Steel Vessels for Service on Rivers and Inter-Coastal Waterways.”

ABS Guide for Shipping and Repair Quality Standard for Hull Structures and Repair Quality Standard for Hull Structures During Construction

American Welding Society (AWS), “Guide for Steel Hull Welding.”

Work Boat:

Hull Size: length – less than 26’ but greater than 25’, width – 14’- 16’, depth 4’ to 5’

Steel: new ASTM A-36 with deck, sides and bottom min. 3/8”. Pilothouse, crew area and push knees min. ¼”. Framing as per fabricators requirements. Welding shall be to AWS standards with welds being continuous inside and out.

Push Knees: Fabricators’ standard height with 2” thick rubber bonded to 1/2” x 10” steel backing plate.

Crew Area: detachable from the hull w/ insulated ceiling, approximately 10’ x 5’ with toilet facility, windows on three sides with tempered glass and aluminum frames, interior door to be steel plate, exterior door to be stainless manufactured door.

Pilot House: detachable from the hull w/ insulated ceiling, located at an elevation above crew area, metal control console, windows on all four sides with tempered glass and aluminum frames, center window on forward bulkhead shall be designed to allow operator to open, finished ceiling and floor, door to be stainless manufactured door. Access to Pilothouse and above shall be on flat steps, not ladder type rungs.

Engine Room: detachable from the hull w/ insulated ceiling, accessible from sides of vessel - doors to be stainless manufactured door, aluminum-framed windows on each side of vessel, minimum of 5’- 0” headroom, USCG approved fire suppression system, housing cover removable for access to engine room from above, tread bright aluminum decking in the engine room walkways.

Storage Room: detachable from the hull w/ insulated ceiling, accessible from sides of vessel - doors to be stainless manufactured door, aluminum-framed windows on each side of vessel and aft, minimum of 5’- 0” headroom, tread bright aluminum decking over steering assembly.

Miscellaneous: Deckhouse storage area to enclose the steering assembly, “stump jumper” to protect wheels and rudders, no wood in overall construction, bronze or brass screws/bolts/ fasteners in non-structural connections. An approved marine toilet shall be fitted in the crew area with accompanying sanitation system and shall be equivalent to a Type 2 sanitary system.

Rudders: fabricators’ standard design steering with flanking rudders, Johnson duramax or PSS drip-less bushings, bronze or Teflon bushings on the rudder stock and steering assembly. Steering shall be hydraulic with separate hydraulic pumps driven off of each engine. Steering bearing lubrication points shall have tubing to a central location on the coaming.

Power Train: All engine packages shall be International Marine Organization (IMO) compliant and meet or exceed emission standards. Power shall be provided from twin marine diesel John Deere engines with individual power ratings in the 100 to 200 HP range. All engines will be equipped with fuel filters that have water separators built in and the oil filters will be a combination full flow/by-pass filter. Transmissions shall be twin disc models for the proposed powerplants. Fabricators standard propeller design (propellers to be bronze) and stainless steel

propeller shaft design shall be utilized. Engine cooling through keel coolers, pressure testing as required, shall be installed.

Fuel Tank: Capacity is in the 1,000 to 1,200 gallon range and pressure tested. All tanks shall have a waterproof venting system, have a 2" filler cap, and have valves for fuel shut off and cross-over/transfer piping, if required. A foredeck fuel transfer accessory shall be provided with at least 50' of fuel hose.

Engine Controls: The marine gauge package shall be routed to the pilothouse where it will be built into a panel that plugs into the engines using pre-wired looms. All cables shall be heavy-duty stainless steel. Gauges, buttons, switches, indicator lights, keyed locks, etc. shall be marine grade and all instrumentation, including dual gauges for temperature/oil pressure/ alternator voltage/engine hours/engine RPM's/rudder location shall be mounted on a metal console. Console shall not slope out to inhibit the Pilot from sitting at the controls. Audible Alarms for low oil pressure, high water temperature, low voltage, water level in and engine room and water in fuel are required as well as an engine auto shutdown device for low oil pressure and high water temperature. All audible and visual alarms shall be configured such that they sound/display in the pilothouse and the engine room.

Electrical System: Batteries shall be heavy-duty 12-volt marine batteries in U.S.C.G. approved battery cases. All lighting throughout shall be 12V, to include the lighting in the crew area, pilothouse, engine room, storage room, running lights, navigation lights, spotlight(s), plus 12v power should be provided for the bilge pumps (minimum 1,500 GPH), communications, navigation aids and horn. Spotlight(s) shall be manually operable from the pilothouse and be of sufficient lamination for the attached barges and safe navigation. Navigation lighting shall be according to current USCG criteria for the appropriate sized and class of vessel. An 8-12 kw generator set shall be provided to power the AC/heating units in the pilot house and crew area, fuel transfer pump, and weatherproof outlets located on the tow knees. Outlets for 110v power shall be available in the engine room, crew area and pilothouse. A shore power (110v) connection shall be mounted per the fabricator and provide 110v power throughout, especially to the automatic bilge pumps with a manual shut-off.

Communications: Pilothouse shall be provided with completed assemblies for a marine radio, AM/FM radio, PA system (Loudhailer, etc.), a depth finder and provisions for a Corps radio. A thru the hull **transducer** well shall be provided for the depth finder.

Deck Accessories and Winches: Four quarter bitts and one bow bitt welded to the deck with a minimum of 5/16" steel plate doublers, one tow bitt constructed thru the deck and welded to interior bottom of the hull, four permanent lifting pad eyes mounted in each quarter of the vessel that are strong enough and arranged to allow the completed vessel to be balanced-lifted by a crane, two rub rails located below the deck level, steel plate extending a minimum of 12" above the deck line around the entire deck, and two face wire winches (5-ton minimum) capable of holding the vessel firmly in tow. Storage areas shall be provided for storage of tools, cables, equipment, and maintenance accessories where possible.

Steel Protection/Exterior Finishes: Exterior hull, decks, crew area, pilot house sandblasted and sprayed with fabricators standard epoxy paint primer immediately after surface preparation. Two coats of anti-corrosive epoxy marine topcoats shall be applied over the primer from the same manufacturer as the epoxy primer. Corps' paint colors to be applied where indicated. Engine room shall receive two coats of the final epoxy paint system. Decks shall be gray with skid resistant paint on the forward deck and in areas of high traffic. Interior floors of the crew area and pilothouse shall be covered with linoleum or other approved covering and the interior floor of the storage area shall be white. Interior walls and ceilings of the crew area, pilothouse and storage area shall be white. The hull below the waterline shall be coated with an anti-fouling paint.

Performance Testing and Sea Trials: The contractor shall notify the Corps as to when all performance testing is to be performed, including the pressure testing. Fabricator shall assemble the workboat complete and test the engines, controls and observe the drive train and propellers before launching the workboat. Upon successful completion of these tests, the craft shall receive a sea trial prior to transporting to General Burnside State Park, Burnside, Kentucky. (<http://www.ky.gov/agencies/parks/genburns.htm>) The sea trial shall include all operational systems of the work vessel and these systems run for a sufficient time in the presence of Corps representatives. The sea trial may take place at the fabricators yard or at the delivered site. If the trials are to take place at the fabricator's yard, the disassembly of the workboat shall be in the presence of a Corps representative(s) as well as the loading of the vessel and it's components for transport.

Warranties: Hull and finish protective coating of the vessel to be free of defects, watertight and serviceable starting from time of delivery at the required site and continuing for a period of one year under normal usage, wear and tear. All separate manufacturers warranties shall apply to the finish product and be passed along to the Corps.

Engines and transmissions shall be warranted for one year for parts and labor in accordance with the manufacturer's recommendations.

Shipping: Vessel shall be covered to prevent water from entering the vessel and cribbing shall be located such that the keel coolers do not carry the entire weight of the vessel. All lubricating fittings shall be lubricated, engine fluid levels topped off and sealed connections checked and verified by the fabricator.

Operation and Maintenance Manuals plus Drawings: Fabricator shall provide an operator's manual and a supplier's manual(s) for the operation and maintenance of the workboat and all of its components. A listing of installed products shall include the manufacturers and points of contacts for service and/or repair parts. Two (2) sets of drawings shall be provided of the overall workboat and systems that can be used for maintaining the workboat. Submitted drawings will include hull lines, profiles, general arrangement and associated details of the vessel. Electronic drawing format is acceptable. Two copies of manufacturer's service manuals shall be provided for all vessel machinery (i.e. main engines, reduction gears, generator, sanitation system, air conditioners, bilge pumps, etc)

Spare Parts: Two bronze propellers (one LH and one RH) of the same type and size as originals, one rudder and one stainless steel tail shaft, each complete with bearing surfaces, shall be shipped with the completed workboat.

Two Sectional Barges:

Size: length – 16' x 60', hull depth to be load determined.

Steel: new ASTM A-36 with deck, sides and bottom min. 3/8", framing as per fabricators requirements. Welding shall be to AWS standards with welds being continuous inside and out.

Deck loading: Maximum deck loading is to be approximately 27 tons from the one (1) large dumpster and 8 tons from the smaller dumpster, totaling 35 tons.

Shape Configuration: Sectional barge connection should be just for the two barges and no add-on barges. The front of the barges shall be double steel and raked to approximately 45 degrees for operation into a concrete boat ramp.

Sectional Barge Pinning System: Shall be the fabricator's standard system. If any recesses are present from the pinning area, the fabricator shall provide wooden or metal covers to provide a flat working area. Pinning shall be of sufficient rigidity to prohibit movement between the barges or excessive wear in the pinning system (pins, plates, bushings, etc.). Pinning arrangement shall provide for minimum gap between the barges.

Hatches: Hatches shall be watertight and an access for the engine and accessories for the Prentice crane shall be large enough to perform all maintenance requirements, to include removal of components. Venting/air supply will be required for the below deck engine.

Spud Wells and Spuds: Spud wells and spuds shall be continuous pipe welded inside and outside, top and bottom. Wells shall run the full depth of the barge with doubles on the deck and bottom and be of the standard fabricator's size. Length is to be 20 feet. Spuds should be able to be secured when raised and also be able to be stored on the deck when not in use.

Prentice Crane Assembly: Fabricator shall purchase and mount a Prentice crane model 120E where shown on the drawings and mount a minimum 50 HP diesel power plant (John Deere), hydraulic tank (50 gallons) and hoses, plus a fuel tank (100 gallons) inside the hull of the barge. The mount for the crane shall be part of the structural barge and members shall be thru the deck and to doublers at the deck and bottom. Hydraulic cooling and engine cooling shall be through keel coolers. Forced air ventilation shall be provided for the engine compartment.

Deck Accessories: There shall be steel guide rails for the loading and unloading of the dumpsters on the barge. Also there shall be an electric operated deck winch mounted on doublers to the deck to load the dumpsters to positions where they can be secured to the barge. Coaming shall be provided where shown on the drawings and made of 1/4" plate. Four lifting "D – Ring" eyes shall be mounted which will lie flat when not in use. Quarter bits, keels and miscellaneous deck fittings shall be welded to doublers at the deck and located where shown on the drawings. Additional tie down hooks or rings shall be field located in the area of the proposed wood chipper to secure the equipment.

Fire/Wash-down Water System and Bilge Pumps: A fire/wash-down system shall be located to provide support to the entire barge work area. The hose shall be 2" diameter with a spray nozzle and the pump assembly can be located on or below the deck. The pump shall be 110v and be wired to the waterproof connection to the workboat. Automatic "float-operated" bilge pumps with manual shut-off switch shall be located in the compartment with the

hydraulic power supply and the wash-down pump and shall be 12v. Supply power through the watertight connection to the workboat shall have the capability of being run by shore power as well as from the generator on the workboat. A water-level warning system shall be installed to monitor water within the barges.

Navigation and Running Lights: Standard 12v navigation and running lights shall be installed on the barges.

Steel Protection/Exterior Finishes: Exterior hulls and decks sandblasted and sprayed with fabricators standard epoxy paint primer. Two coats of anti-corrosive epoxy marine topcoats shall be applied over the primer from the same manufacturer as the epoxy primer. Decks shall receive a skid resistant paint. Interior floors, walls, ceilings and structural members of the hull shall receive two coats of topcoat marine epoxy paint. The hull exterior below the waterline shall be coated with an anti-fouling paint.

Performance Testing and Sea Trials: The contractor shall notify the Corps as to when all performance testing is to be performed, including the pressure testing. Fabricator shall assemble the sectional barge complete and test the crane engine, controls and observe the performance. Upon successful completion of these tests, the barges shall receive a sea trial prior to transporting to General Burnside State Park, Burnside, Kentucky. (<http://www.ky.gov/agencies/parks/genburns.htm>). The sea trial shall include pinning the sectional barges together, all operational systems of the barges and the systems run for a sufficient time in the presence of Corps representatives. Testing of the fire/wash-down system as well as the bilge pumps shall be performed. The sea trial may take place at the fabricators yard or at the delivered site. If the trials are to take place at the fabricator's yard, the disassembly of the Prentice crane shall be in the presence of a Corps representative(s) as well as the loading of the barges and it's components for transport.

Warranties: Hull and finish protective coating of the barges to be free of defects, watertight and serviceable for a period of one year from time of delivery at the required site under normal usage, wear and tear. All separate manufacturers warranties shall apply to the finish product and be passed along to the Corps. The crane engine is to be warranted for one year for parts and labor in accordance with the manufacturer's recommendations.

Operation and Maintenance Manuals plus Drawings: Fabricator shall provide an operator's manual and a supplier's manual(s) for the operation and maintenance of the sectional barges. A listing of installed products shall include the manufacturers and points of contacts for service and/or repair parts. Two (2) sets of drawings shall be provided of the overall sectional barges and their systems that can be used for maintaining the barges. Submitted drawings will include hull lines, profiles, general arrangement and associated details of the barges. Electronic drawing format is acceptable. Two copies of manufacturer's service manuals shall be provided for all vessel machinery (i.e. Prentice knuckle boom, hydraulic power supply, bilge pumps, etc.)

Shipping: Specific areas of the barge(s) shall be covered to prevent water from entering the barge(s) and the controls of the crane shall be protected. Cribbing shall be located such that the keel coolers do not carry the entire weight of the barge. All lubricating fittings shall be lubricated, engine fluid levels topped off and sealed connections checked and verified by the fabricator.

Fabricator Quality Standards: The fabricator shall be responsible for the construction of complete and functioning vessels. Inspection and visitation by Corps personnel is for the purpose of verifying the proper function of the Contractor's quality control measures, providing technical clarification of the contract documents and establishing/verifying partial payment requests.

All structural hull material shall be in accordance with the following specifications:

- a. Although American Bureau of Shipping (ABS) certification is not required, all welding shall be in accordance with the current specifications and procedures of the ABS, American Welding Society and industry standards.

Materials specified herein are to meet the requirements of standard specification published by national authorities shall conform to the respective editions, including amendments. No salvage or used materials shall be used in the work.

All articles, fittings, equipment, machinery, supplies, and materials used in the construction and outfitting of the vessels shall be of the highest grade, free of defects and imperfections, unused and, be the standard product of reputable manufacturers, to the maximum extent possible.

All material and equipment shall be marine service intended, and spare parts and service shall be readily available and/or obtainable.

Points of Contact: For specification and technical questions, please contact Mark Hallar at (615) 736-7826 or Mark.D.Hallar@lrn02.usace.army.mil. For contractual questions, please contact Kristal Jones at (615) 736-7916 or Kristal.R.Jones@lrn02.usace.army.mil.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-DEC-2003	1	EASTERN KENTUCKY AREA OFFICE 855 BOAT DOCK ROAD SOMERSET, KY 42501-6016	
0002	31-DEC-2003	1	EASTERN KENTUCKY AREA OFFICE 855 BOAT DOCK ROAD SOMERSET, KY 42501-6016	
0003	31-DEC-2003	2	EASTERN KENTUCKY AREA OFFICE 855 BOAT DOCK ROAD SOMERSET, KY 42501-6016	
0004	31-DEC-2003	2	EASTERN KENTUCKY AREA OFFICE 855 BOAT DOCK ROAD SOMERSET, KY 42501-6016	
0005	31-DEC-2003	2	EASTERN KENTUCKY AREA OFFICE 855 BOAT DOCK ROAD SOMERSET, KY 42501-6016	

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Manufacturer's literature

Time of Delivery
 Past Performance
 Fabricator's proposed warranty

Technical and past performance, when combined, are **significantly more important than price**.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(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 of which 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)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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) 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; and

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product 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 Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" 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":

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () 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

(3) () 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.

(End of provision)

(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 for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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 and 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 type and 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.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, 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, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (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.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS

Proposal Documentation: The Offeror's shall include an original and 4 copies of:

- (g) Solicitation Standard Form 1449
2. Fabricator literature and technical data verify solicitation specifications, drawings and general requirements.
3. Statement of fabrication and delivery schedule.
4. Three recent references that have purchased the same type or similar vessels. Information shall include: name of firm, address, phone number of knowledgeable point of contact, vessel type and date of purchase.
5. Documentation as to fabricator's warranty.

Section M - Evaluation Factors for Award

EVALUATION FACTORS

This solicitation is issued as a best value procurement in which a quotation other than the low price may be selected. In order of technical evaluation priority, **Manufacturer's literature** shall be submitted to verify the solicitation requirements will be evaluated for technical and quality merit, **time of delivery** will be evaluated as to the required contract duration, **past performance** will be evaluated for quality, timely delivery and warranty, **fabricators proposed warranty** for the specified vessels will be evaluated against the solicitation requirements. These factors will equate to the Offeror's technical proposal and will determine if a proposal is technically responsive. Technical proposals will be evaluated before pricing documentation is evaluated to make the final best value determination to the Government. As responsive proposals become technically equal, then price will become the evaluating factor.