

2. CONTRACT NO. W911XK-12-C-0005	3. AWARD/EFFECTIVE DATE 01-Jun-2012	4. ORDER NUMBER	5. SOLICITATION NUMBER W911XK-12-T-0043	6. SOLICITATION ISSUE DATE 03-May-2012
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME CARLETTE WILLIAMS	b. TELEPHONE NUMBER (No Collect Calls) 313.226.2683	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 22 May 2012
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9. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT 477 MICHIGAN AVE RM 700 DETROIT MI 48226-2550  TEL: (313) 226-5148 FAX: (313) 226-2209	CODE W911XK	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 212312	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		

15. DELIVER TO  <b>SEE SCHEDULE</b>	16. ADMINISTERED BY  <b>SEE ITEM 9</b>
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17a. CONTRACTOR/OFFEROR LUHR BROS., INC. 250 W SAND BANK RD COLUMBIA IL 62236-1044  TEL. (618) 281-4106	CODE OGHE5	18a. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054	CODE 964145
FACILITY CODE			

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$173,000.00</b>
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  REF:	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  	31c. DATE SIGNED 01-Jun-2012
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARILYN R HILL / Added by SUMI  TEL: (313) 226-5148      EMAIL: marilyn.r.hill@re.usace.army.mil
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,000	Net Ton (2,000 LB)	\$56.00	\$112,000.00
	TAS::96 3123::TAS FFP FY12 RIPRAP Stone for Chicago Stone Dock GRADATION FOR ILLINOIS --- PROJECT NO.: 118656  FOB: Destination MILSTRIP: W56MES21083551 PURCHASE REQUEST NUMBER: W56MES21083551				
				NET AMT	\$112,000.00
	ACRN AA CIN: W56MES210835510001				
					\$112,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1,000	Net Ton (2,000 LB)	\$61.00	\$61,000.00
EXERCISED OPTION	TAS::96 3123::TAS FFP Option-- FY12 RIPRAP Stone for Chicago Stone Dock GRADATION FOR ILLINOIS --- PROJECT NO.: 118656  FOB: Destination				
				NET AMT	\$61,000.00
	ACRN AA CIN: W56MES210835510002				
					\$61,000.00

BID SCHEDULE

CLIN	Supplies/ Service	Quantity	Unit	Unit Price	Total Price
0001	Rip Rap	2,000	TN	<u>\$56.00</u>	<u>\$112,000.00</u>
0002 Option 1 <b>EXERCISED</b>	Rip Rap	1,000	TN	<u>\$61.00</u>	<u>\$61,000.00</u>
<b>Total Price of Bid</b>					<u>\$173,000.00</u>

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government
0002	N/A	Government	N/A	Government

### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	14-JUL-2012	2,000	N/A FOB: Destination	
0002	14-JUL-2012	1,000	N/A FOB: Destination	

### ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427      260073FK53099993      NA 96203  
 AMOUNT: \$173,000.00  
 CIN W56MES210835510001: \$112,000.00  
 CIN W56MES210835510002: \$61,000.00

### SCOPE OF WORK

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT  
SCOPE OF WORK- FILL STONE, O'BRIEN LOCK, IL

1 GENERAL

1.1 PURPOSE

The stone material acquired by this purchase will be used to repair various navigation structures located around the Great Lakes. The scope of work includes furnishing stone materials upon a Corps of Engineers-furnished stone dock for Government unloading at the Chicago District Stone Dock. All days referenced within this specification are calendar days unless specifically defined otherwise.

1.2 SCOPE

The work to be completed includes the supply and delivery of stone materials. Riprap shall be durable stone as approved by the Contracting Officer. Riprap shall be produced from stone sources and source areas listed in Rock Island District approved riprap sources (attached file). Riprap shall conform to the gradation requirements below, and as further delineated on the chart located at the end of this scope.

Percent lighter by weight (SSD)	Riprap (600 Pound)
	Limits of stone weights in pounds
100	600
30 to 70	170
0 to 16	6

Gradation of riprap - To assure compliance with the requirements of above, the Contractor shall determine the weight of pieces of each gradation of riprap as an approximate percent of the total weight before commencing placement of the riprap and for every 10,000 tons or portion thereof placed thereafter. The Contractor shall make as many additional tests under the Contractor's quality control program as are needed to ensure gradation requirements are met. If materials fail to meet requirements, the Contractor shall adjust its operation and verify with tests that acceptable materials are being produced. A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government, specifically CEMVR-EC-G, as directed by the Contracting Officer. Sample tally charts for the riprap are included at the end of this scope. The Contractor shall deliver the stone by marine transportation to the delivery point, which will be a Government-furnished stone dock site located at the Calumet Harbor CDF at the mouth of the Calumet River, in Chicago, IL for Government unloading. The contractor shall deliver the stone by marine deck barge in order to accommodate the Government equipment that will be used for off loading by Government personnel. A description of the deck barge(s) to be utilized will be included with the bid/offer.

1.3 REFERENCES

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by reference thereto:

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 127 (1988; R1993) Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate

ASTM C 295 (1998) Standard Guide for Petrographic Examination of Aggregate for Concrete

ASTM C 535 (1996e1) Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM D 653 (1997) Standard Terminology Relating to Soil, Rock & Contained Fluids

ASTM D 4992 (1994) Standard Practice for Evaluation of Rock to be used for Erosion Control

ASTM D 5312 (1992; R1997) Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions - 35 Cycles

ASTM D 5313 (1992; R1997) Standard Test Method for Evaluation of Durability of - Rock for Erosion Control Under Wetting and Drying Conditions - 80 Cycles

ASTM C 42 (1994) Standard Test Method for Obtaining and testing Drilled Core and Sawed Beams of Concrete

#### 1.4 LOCATION AND COORDINATION

The delivery point shall be at the Chicago District Stone Dock, on the north side of the mouth of the Calumet River, in Chicago, IL. The water depth at the dock face will have a minimum depth of 20'.

The Contractor shall coordinate the deliveries of stone materials with the Corps of Engineers, Detroit District, Lake Michigan Area Office, Attn: Robert Stanick, 1008 Augustine Street, Kaukauna, WI 54130, phone no. 920-766-3531, or any other individual subsequently designated by the Contracting Officer.

#### 1.5 INSPECTION AND ACCEPTANCE

The Contractor's performance regarding the quality and quantity of stone materials delivered, and any documentation or written material in support thereof, shall be subject to inspection, review and acceptance by the Contracting Officer's Representative (COR).

#### 1.6 PROPOSAL REQUIREMENTS

The Contractor may propose using source(s) from the Listed Sources list or non-listed source(s) as explained in paragraph 3.4.2.

If a source is to be used that is on the Listed Sources list, the Contractor will only need to designate in writing in their quote, one source or combination of sources to be used for each type of stone material to be furnished.

If a non-listed stone source is used (one NOT on the Listed Sources list), the Contractor will need to designate in writing in their quote, one source or combination of sources to be used for each type of stone material to be furnished as well as the submission of the following information for each non-listed proposed stone source with the bid:

- (1) areas and lifts of the quarry or pit to be worked,
- (2) the specific geological stratum or strata to be utilized,
- (3) specific gravity and absorption (per ASTM C 127),
- (4) Freeze-thaw test results (per ASTM D 5312),
- (5) Wet-dry test results (per ASTM D 5313),
- (6) other available laboratory testing records,
- (7) previous use records for the same stone to be furnished.

If all the information listed above is not submitted with the bid for each non-listed stone source, the Government will use the information that is provided by the bidder in their analysis and determination of suitability and/or acceptance of the proposed stone source(s). Requirements for approval of non-listed sources are given in Section 3.1, including the associated subparagraphs. Special requirements for final approval of non-listed sources are given in paragraph 3.4.2.

The Government intends to review all information provided and will make a determination on material suitability based on the information provided by the due date. The determination will be made within 45 days of bid closing and any bid deemed unsuitable will be considered unacceptable.

## 1.7 SUBMITTALS AFTER AWARD

The Contractor shall make submittals as required by the contract specifications. The Contracting Officer may request submittals in addition to those specified, if a situation arises and additional submittals are deemed necessary to adequately describe the work covered in the respective sections. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager, and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Three (3) copies of each of these submittals shall be sent to the following address: US Army Corps of Engineers, Lake Michigan Area Office, Attn: Robert Stanick, 1008 Augustine Street, Kaukauna, WI 54130.

### 1.7.1 SUBMITTAL PROCEDURES

The following provisions govern the review process for all submittals provided to the Government by the Contractor:

#### 1.7.1.1 SUBMITTAL CLASSIFICATION

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only.

#### 1.7.1.2 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general materials, details, or other pertinent information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error that may exist, as the Contractor is responsible for satisfying the conditions presented within this contract.

#### 1.7.1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer, and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

#### 1.7.1.4 SCHEDULING

Adequate time (a minimum of 14 calendar days exclusive of mailing time) shall be allowed for review and approval of all submittals. No delay damages or time extensions will be allowed for time lost in late submittals by the Contractor.

#### 1.7.1.5 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Two (2) copies of the submittal will be retained by the Contracting Officer, and one (1) copy of the submittal will be returned to the Contractor.

#### 1.7.1.6 INFORMATION ONLY SUBMITTALS

Normally, submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract requirements. This does not relieve the Contractor from the obligation to furnish material conforming to the specifications, will not prevent the Contracting Officer from requiring removal and replacement of nonconforming stone material provided by the Contractor, and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

#### 1.7.2 SPECIFIC SUBMITTAL ITEMS

The following documents shall be submitted:

#### 1.7.2.1 ACCIDENT PREVENTION PLAN; G

The Contractor shall submit an acceptable accident prevention plan that includes a hazard analysis, within fifteen (15) calendar days after the award of this contract.

#### 1.7.2.2 CERTIFICATE(S) OF INSURANCE; G

The Contractor shall submit a Certificate of Insurance within seven (7) calendar days after the award of this contract.

#### 1.7.2.3 QUALITY CONTROL PLAN; G

The Contractor shall submit an acceptable Quality Control Plan within seven (7) calendar days after the award of this contract. The quality control plan should include information concerning the methods or procedures employed to meet the criteria described within Sections 2 and 3 of this specification. Information describing these measures is required for both the stone source(s), and for the shipping and unloading operation.

#### 1.7.2.4 STONE MATERIALS CONTROL (SMC) PLAN; G

The Contractor shall submit a written Stone Materials Control (SMC) Plan that describes the means and methods to be used for production, handling, transporting, delivery, and the effective inspection of stone material quality and gradation testing, for the purpose of guaranteeing a satisfactory quality of stone materials. Written procedures shall be included for guiding and instructing the Contractor's SMC inspectors and construction workers in the techniques and criteria to be used for examining stone for acceptability, and for the proper production gradation, handling, transporting, and delivery of stone. Procedures shall be described for reporting the performance and results of the tests on Quality Control reports. Procedures shall be described for monitoring and recording the dates and locations of stone blasting, and tracking and documenting that the furnished stone complies with the applicable quarrying period and curing restrictions, if any. This submittal shall be made not less than thirty (30) calendar days in advance of the date stone materials are to be shipped from the source. The stone material control plan submittal shall designate a Stone Material Control Field Supervisor (SMCFS) who shall be responsible for implementation of all functions of the stone material control program. The stone material control plan submittal shall also include a sample daily SMC QC inspection report, which shall be used during stone material production.

#### 1.7.2.5 SPECIFIC GRAVITY OF STONE; G

At least 30 calendar days in advance of shipment of stone to the delivery site, submit a copy of specific gravity test results for each stone source proposed.

#### 1.7.2.6 SCHEDULED DATES OF DELIVERIES; G

After receipt of a delivery order, the Contractor shall submit a delivery schedule for the stone materials within seven (7) calendar days. Note that once a contract is awarded the stone may be delivered at one time or over several days depending on quantities.

#### 1.7.2.7 INVOICES AND DELIVERY RECEIPTS; G

The Contractor's invoice for the stone materials delivered shall be submitted to the Government within 21 days after the receipt of the material delivery receipt.

#### 1.7.2.8 SMC REPORTS; G

During all SMC activities, the Contractor shall submit daily reports of all work performed under the approved SMC plan. The reports shall be delivered to the COR not later than the day following the SMC activity. Each daily report for each inspector shall include not less than the following information:

- a. SMC Inspector's name.
- b. Identification of the stone handling equipment during all phases of the work, and the name(s) of equipment operator(s) used to accommodate the stone inspection, if it appeared that the equipment or operator was a factor in producing unacceptable stone.
- c. Date of stone inspection.
- d. Weather conditions including temperature.
- e. Temperature and date stone was removed from quarry face, and date and details of blasting, if applicable.
- f. Location and strata within quarry where stone removal took place (horizontally and vertically).
- g. Color(s) and character(s) used by inspector for spray paint marks and the applicable code for stones which are individually sorted (versus mechanically sorted) and for any rejected stone.
- h. Breakdown of the approximate quantity, per gradation range, of accepted and rejected stone processed for the project during the day, and the disposition of the rejected stone materials.
- i. A summary of the cause or causes for most of the rejections of stone occurring during the day.
- j. Running total of the quantity of each gradation range of stone shipped from the source to date.
- k. Running average of the approximate per stone weight per gradation range for stones, which are individually picked for the project, i.e. excludes stones graded by use of a screen or grizzly.

#### 1.7.2.9 REVISION OF SMC PLAN OR INSPECTION STAFFING; G

If the Contractor elects to initiate a proposal to revise the SMC plan, the Contractor shall submit the proposed revision not later than (7) days prior to the date it proposes to implement the revision and shall not implement the revision prior to the COR's approval. Changes to SMC inspector staffing levels or employees shall likewise be submitted for approval. Government required revisions of the SMC plan or Contractor staffing shall follow the procedures prescribed elsewhere in this Section.

#### 1.7.2.10 DISPLACEMENT GAUGE INSTALLATION DATA; G

Complete information on the stone hauling vessel gauge installation shall be submitted.

#### 1.7.2.11 GAUGING TABLE; FIO

Furnish stone hauling vessel gauging tables and a copy of the data and calculations used for the preparation of the tables.

#### 1.7.2.12 EQUIPMENT DATA; FIO

Prior to starting work, a list of all equipment, tools, machines, including their sizes, capacities and operating speeds, to be used in the performance of the production, transportation and loading and unloading shall be submitted. All the plant shall be maintained in satisfactory working condition at all times.

#### 1.7.2.13 WEIGH SCALE CERTIFICATION; FIO

If an on-site scale is used, prior to the use thereof, submit details on the location and construction of the scale and a copy of the certification of the scale's accuracy from the local weights and measures regulating agency.

#### 1.7.2.14 CERTIFIED WEIGHT SCALE TICKETS; FIO

A copy of each weigh bill, including certification of exact weight, time of weighing and delivery shall be submitted within one (1) workday after weighing.

### 1.8 MEASUREMENT AND PAYMENT

#### 1.8.1 MEASUREMENT

Measurements shall be performed by the ton (2,000 pounds) of material acceptably delivered to the designated Stone Dock area, as determined by carrier displacement or certified scale weight tickets as approved by the authorized Contracting Officer's Representative (COR).

#### 1.8.2 METHOD OF DETERMINING WEIGHT WITH DELIVERY BY VESSEL OR BARGE

##### 1.8.2.1 GAUGES

If stone is delivered by vessel or barge, the carrier shall, prior to use in connection with this work, be fitted by the Contractor at its own expense with gauges or such other facilities for determining displacement as may be required by, or be satisfactory to, the COR. Carriers, which owing to their model or other cause cannot be accurately gauged for displacement, shall not be used on this work. Gauges shall be graduated to the tenth of a foot, or to other suitable unit approved by the COR. They shall be six (6) in numbers and shall be located as follows: two (2) near each end on opposite sides and two (2) amidship on opposite sides. The gauges shall be attached solidly to the hull itself, and wherever practicable, shall be located inside the hull. If located inside the hull, provisions shall be made for the free passage of the outside water to a vertical tube and for the ready measurement of the depth of the water within the tube. If located outside on wood hulls, the gauges shall be protected by solid fenders or be recessed into the planking, or if on steel hulls, the gauge marks may be placed directly on the plates and identified by punch marks. Gauges shall be so placed that their zeros are below water when the carrier is in its normal trim, light and free from water. The installation of the gauges shall be subject to the approval of the COR. The COR shall be notified a minimum of five (5) days prior to installation of gauges.

#### 1.8.2.2 READING OF DRAFT GAUGES

Readings to determine the draft will be taken before and after unloading. The difference in tonnage found between loaded and light will be used to determine the net weight to be paid. The draft shall be determined from the average of all six (6) readings, weighting the readings of the middle gauges at double those of the end gauges  $[(G1 + G2 + 2xG3 + 2xG4 + G5 + G6)]$ , divided by 8 = average draft.] The COR shall be present at all draft gauge readings.

#### 1.8.2.3 UNIFORM LOADING

The carrier shall be so loaded as to cause uniform submergence. The increase in draft on the middle gauges, as a result of the load, shall not differ by more than 0.5 feet from each other and that between any bow gauges and any stern gauges shall not differ more than 1.5 feet from each other. If such is not the case, the Contractor shall trim the carrier by shifting the stone until this limit is reached, before the stone will be accepted. If, however, the carriers proposed to be used by the Contractor are so built that they cannot be loaded as prescribed, and yet can be calibrated accurately for displacement under varying loads, such other method of determination of displacement as may be approved by the COR may be used.

#### 1.8.2.4 READINGS IN STILL WATER

All measurements for determining gauging table data and for load depths shall be made in still water as close to the delivery site as is possible. The Contractor is required to place the carriers where such measurements can be accurately made.

#### 1.8.2.5 LEAKS

All carriers used in transporting stone shall be free of leaks such as would render accurate gauging difficult. Facilities for inspecting the hold of each carrier to determine whether leakage is occurring shall be provided. Each carrier shall also be provided with adequate pumping facilities, and if water is found to be accumulating in the hold, the carrier shall be pumped dry before each gauging, both before and after unloading.

#### 1.8.2.6 VARIATIONS DURING UNLOADING OPERATIONS

Lightening by pumping or by transfer of crews or supplies will not be permitted while stone is being discharged. Should any lightening become necessary, the unloading of stone shall be suspended and the draft readings taken before and after lightening, or, upon approval of the Contracting Officer's on-site representative, other record made of the amount removed. The amount determined by the Contracting Officer, as having been removed shall be excluded from the net tonnage paid.

#### 1.8.2.7 CARRIER DESIGNATIONS

Each carrier shall be plainly marked by a distinctive number, letter, or name, which shall not be changed or given to any other carrier during the contract period.

#### 1.8.3 VERIFICATION OF MEASUREMENTS

The readings, other data, and calculations from which the gauging table and the tonnage are determined will be open to verification by the Contractor and shall be

subject to the approval of the COR. The Contractor is invited to be present in person or to be represented by an authorized agent during the measuring of carriers. When the displacements of the carriers are determined or predetermined, a record of allowed displacement for quantity determination would be sent to the Contractor. If the Contractor protests within five (5) days, the carrier will be remeasured and the Contractor must be present in person or be represented by an accredited agent so that correct measurements can be agreed upon. The Contractor will be given the weight of each load as it is determined. Failure to protest within five (5) days will be taken as equivalent to expressing satisfaction with the measurements and weight of stone determined by the COR.

#### 1.8.3.1 CARRIERS NOT MEASURED

In case any stone is delivered by carriers not measured for displacement and marked as herein described, the Contractor shall, with the COR's approval and at the Contractor's expense, furnish means for properly and conveniently weighing such stone at the delivery site.

#### 1.8.3.2.2 ON-SITE SCALES

On-site scales shall be certified by the applicable local weights and measures regulating agency and shall be as approved by the COR. Scales shall be of the recording type and of the size required to weigh the materials and containers or vehicles. The scale shall include housing for the instruments and scale operator, with heat, lighting and ventilation.

#### 1.8.4 STONE MATERIAL ACCEPTABILITY DURING DELIVERY AND UNLOADING

Broken or undersized material that does not meet the minimum size requirements applicable for the stone materials being delivered within a particular delivery order load will be rejected by the Government. Stone materials identified by the COR as not adhering to the size or quality requirements of a particular delivery will not be included within the calculation of quantities delivered for payment. The Contractor shall remove any stone rejected for this reason at his own expense, as directed by the COR. This provision applies to stone materials arriving at the COE stone dock site in this condition, or stone materials that are broken during the unloading operation.

#### 1.8.5 PAYMENT

Separate or direct payment will not be made for quality control program, and all costs associated there with shall be included in the applicable unit price or lump-sum prices contained in the bidding schedule.

#### 1.9 METHOD OF PAYMENT

Payments for partial deliveries of each delivery order shall be made after satisfactory acceptance of the stone materials at the point of delivery. Partial payment may be allowed for stone that is quarried, inspected, and stockpiled at a loading area ready for shipment to the Government, with a certificate of ownership transfer to the Government. This provision would apply in cases where the delivery of stone is prevented by weather

or rough lake conditions. All deliveries are subject to the acceptance of the Government, in accordance with all contract provisions. Payments will be permitted in accordance with FAR 52.232-1.

## PART 2 PRODUCT SOURCE CONTROL

### 2.1 SPECIFIC GRAVITY

Quantity determinations are contingent upon the specific gravity (saturated surface dry (SSD) basis) of stone to be supplied. Therefore, the Contractor shall, during the process of selecting a source or sources of stone for the project, make an investigation to determine the lowest and highest specific gravity (SSD) of the stone available at the source or sources it proposes to utilize. Tests shall be performed at a Government approved testing laboratory in accordance with ASTM C127. The testing results shall be submitted in accordance with paragraph 1.7 SUBMITTALS. Test results which display an extraordinarily wide range of values, may necessitate additional testing to determine whether the source contains strata with stones of an acceptable range of specific gravity. In cases where a listed source from the Listed Sources list has been acceptably tested not more than five years ago, and the material is of acceptable quality and specific gravity, the COR may waive the requirement for additional specific gravity testing.

### 2.2 QUALITY CONTROL STAFFING

#### 2.2.1 DUTIES OF THE STONE MATERIALS CONTROL FIELD (SMCF) SUPERVISOR

The SMCF supervisor shall be responsible for the proper execution of the SMC plan and shall oversee the work of all SMC inspectors. The SMCF supervisor shall be on the site of the stone source at all times that stone production; handling, hauling or placement is taking place, unless otherwise approved by the Contracting Officer's Representative. The SMCF supervisor shall train the SMC inspectors in the proper performance of their duties, offer advice and assistance to the inspectors, and may, if necessary, perform duties also applicable to SMC inspectors. The SMCF Supervisor shall maintain a qualified and adequate inspection staff and shall replace any persons not performing satisfactorily. The SMCF supervisor shall be responsible for the quality of all stone material at the source and at the stockpile location.

## 3 PRODUCT REQUIREMENTS

### 3.1 STONE MATERIALS

The materials to be furnished shall meet all requirements specified in this Section of the specification. Materials that have been delivered to the delivery site and are rejected shall be removed from the delivery site at the Contractor's expense. All rejected material shall be returned to the source at the Contractor's expense.

### 3.1.1 MATERIAL CHARACTERISTICS

All stone shall be of a quality to insure permanence of the structure in the climate in which it is to be used. Absence or inclusion on the Listed Sources list does not imply that the sources are or are not interested in or capable of producing the required quantity and quality of stone for this contract. The stone shall be durable, sound, and free of features, which may tend to increase deterioration from natural causes or breakage during handling, transportation, or placement. These unacceptable features may include, but are not limited to, fractures, seams, vugs, bedding, stylolites, planes of separation, weathering, argillaceous material, and seams or concentrations of micaceous minerals. Inclusions of any dirt, sand, clay, shale, chert, oil and oil-stained stones and rock fines and bituminous or any organic or other deleterious material will not be permitted. All stone shall be highly resistant to weathering and disintegration under freeze / thaw and wetting / drying conditions.

### 3.1.2 ACCEPTABILITY

The acceptability of the stone material will be determined based on visual inspections, service records, and applicable laboratory tests results. In addition to the criteria above, all stones shall meet the quality requirements listed in the table below based on certified test results, less than 5 years old and representative of the same stratum as the stone to be provided. The COR may direct the Contractor to have the stone tested, at no cost to the Government, if there is uncertainty about the acceptability of the material when the COR conducts the inspections. Field and laboratory tests to which the material may be subjected are listed in paragraph 1.3 REFERENCES. If visual inspections conducted by the COR, and available test results indicate that the material is acceptable, the COR may waive additional testing of the stone. Under no circumstances will the Contractor be allowed a Contract extension for time necessary to evaluate materials for acceptability.

Table 1: Criteria for Stone Quality

<u>Test</u>	<u>Test Method</u>	<u>Acceptance Criteria</u>
Specific Gravity	ASTM C 127	2.5 - 3.0
Absorption	ASTM C 127	< 1 percent and > 3 percent
Los Angeles Abrasion	ASTM C 535	< 20 percent loss after 500 revolutions
Freeze-Thaw	ASTM D 5312	< 2 percent loss after 35 cycles
Wetting-Drying	ASTM D 5313	< 2 percent loss after 80 cycles
Petrographic Examination	ASTM C 295	No deleterious materials allowed
Field Examination	ASTM D 4992	No deleterious materials allowed

### 3.1.3 PROPORTIONAL DIMENSION LIMITATION

The maximum aspect ratio (greatest dimension: least dimension) of any piece of stone for size ranges, which are not graded with a screen or grizzly, shall be not greater than 3:1 when measured across mutually perpendicular axis. Not more than 25% of the stone within a gradation range shall have aspect ratio greater than 2.5:1.

**3.2 STONE GRADATIONS**

Material having the gradations listed below shall be delivered to the Dock site as indicated in the attached drawings. Gradation limits are as delivered requirements. Adjustments in production methods shall be made as necessary to assure final delivered materials are within specified ranges.

**3.3 STONE TESTING**

At a minimum, the frequency and type of required tests shall be as indicated in Table 2, below. The freeze and thaw test, wet and dry test and petrographic examination shall only be performed by a Government laboratory or a Government approved laboratory, for the initial set of testing required for quarry approval, and whenever a geological change occur in a quarry. All the test samples shall be selected by the COR.

**3.3.1 STONE TEST RESULTS**

At least sixty (60) calendar days in advance of shipment of stone to the work site, the Contractor shall submit a copy of test results for Government approval, as indicated in paragraph 3.1.2, for each gradation of stone proposed to be furnished. Gradation of riprap - To assure compliance with the requirements of above, the Contractor shall determine the weight of pieces of each gradation of riprap as an approximate percent of the total weight before commencing placement of the riprap and for every 10,000 tons or portion thereof placed thereafter.

Table 2: Sample Testing Frequency

<u>Stone Type</u>	<u>Visual Inspection</u>
ALL	Every 500 tons

**3.4 STONE MATERIAL SOURCES**

**3.4.1 KNOWN SOURCES**

Known stone sources are listed in the Listed Sources list attached herein. Information for the sources is available for review by the Contractor in the Office of U.S. Army Corps of Engineers, (Geotechnical and Structural Engineering Branch) Detroit District, 477 Michigan Avenue, Detroit, MI 48226. If, at the time of final inspection, it is determined that additional testing of stone is required because previous test results are non-representative of the material, the Contractor shall allow 90 days from the date of the inspection for testing and review of the proposed stone source. If the Contractor, upon his verification visit to a listed source, finds that the source is not capable of furnishing the material required in the specification, then the Contractor shall explore other listed sources.

**3.4.2 OTHER SOURCES**

Stone materials may be furnished from sources other than the known sources indicated in the Listed Sources list, provided those sources meet the quality criteria stated in paragraphs 3.1 through 3.3, inclusive. If a proposed stone source is not on the Listed

Sources list, the Government will make such investigations and evaluation as necessary to determine whether or not materials meeting the requirements of the project can be produced from the proposed source. This process is described in paragraph 3.1.2 and the associated subparagraphs. The inspections, available test results for the tests listed in Table 1, and service records shall be required to verify the suitability of the proposed stone source. Any additional required tests will be conducted on stone samples selected by the Government. Costs of all testing of a non-listed stone source shall be borne by the Contractor. The Contractor will not be allowed contract extensions for time necessary to evaluate non-listed stone sources.

#### 3.4.3 NO GOVERNMENT WARRANTY

The Government does not warrant that the list of sources identifies the only potential sources for furnishing the stone required for this project. The listing in the Listed Sources list shall not be construed as implying that the sources listed herein are actually interested in or capable of producing or offering stone in the size, gradation, weights, quantities, or schedules required or that transportation from the source to the project is available. It is the responsibility of the Contractor to visit a listed source to verify and determine whether a selected source is capable of producing the required quantity, quality, size, gradation, or weight specified, and in a timely manner. If it is found that the quarry conditions have changed since the last Government inspection of the quarry, then the Government may require all applicable testing, as given in Table 1, of the stone from the source and specific areas of the quarry proposed by the Contractor.

#### 3.4.4 MATERIAL ACCEPTABILITY

The right is reserved to not approve use of materials from certain rock types, localized areas, zones, strata, or channels of any approved source, when such materials are determined by the COR to be unsatisfactory based upon quality requirements herein. Rejection or disapproval of any source or any material by the COR shall not be grounds for a time extension, nor for a change in the contract price.

#### 3.5 QUARRY OPERATIONS

Quarry operations shall be conducted by the Contractor in a manner that will produce stone conforming to the requirements specified and may involve selective quarrying, handling, processing, blending, and loading as necessary, all of which shall be described in detail in the SMC Plan. Blasting and handling of rock shall be controlled by the Contractor to produce rock of the size ranges and quality specified. Techniques such as the use of proper hole diameter, hole depth, hole angle, burden and spacing distances, types and distribution of explosives, delay intervals and sequence, removal of muck piles between each shot, special handling techniques are required as necessary to produce the specified materials. All aspects of blasting shall be specifically designed so that the end product is not damaged from the blasting technique and that the stone is suitable for the intended purpose, and completely complies with these specifications.

3.5.1 Curing Stone. The Contractor shall conduct curing operations on freshly quarried Armor Stone and Rip Rap to allow it to release stored energy and moisture and to allow

the stone to demonstrate that the stone will not fracture during the energy release and drying out phase. Armor Stone and Rip Rap shall be temporarily stockpiled in a single layer at the quarry site for a minimum of 30 consecutive calendar days without any occurrence of 32 degrees Fahrenheit or below before being inspected from all sides and approved for shipping to the project site. Daily record of minimum temperature in the quarry shall be maintained during the curing period for all stones.

3.5.2 Curing Stone Quarried In Freezing Weather. Armor Stone and Rip Rap quarried between 16th of September and 14th of April (North of 43rd parallel) and 02 October and 14th of April (South of 43rd parallel) will not be inspected and approved for use in the project, until after it has cured at the quarry for at least 30 consecutive calendar days without any occurrences of 32 degrees F or less at the quarry, or 15 May, whichever is earlier.

### 3.6 PRODUCTION QUALITY CONTROL

The Contractor shall perform all quality control in accordance with the provisions of this specification. It is the Contractor's responsibility to assure that the quality control procedures applicable to the work performed at the quarry or quarries, during delivery, and at the delivery site all comply with the contract requirements, and are utilized by the Contractor and subcontractor personnel. The Contractor shall insure that records are maintained of quality control tests, inspections and corrective actions. Quality control measures shall cover all materials, equipment, and tests including but not limited to the following:

#### 3.6.1 INSPECTION AND TESTS

At the quarry and stockpile site, visual inspections shall be made of stockpiles of Stone randomly by an SMC inspector. The visual inspections shall check size, gradation, elongation, fractures, deterioration and other defects to assure that handling during loading, transporting and unloading has not caused damage to the materials and to assure they are placed in accordance with the requirements of this Section. Weighing of stones or re-measuring them shall be performed to verify computed weights when the COR brings the size of specific stones into question or the SMC inspector observes the need to do so. Except as allowed by gradation tolerances, any material broken, cracked, out of gradation or weight limitation or improperly placed at the stockpile site shall be removed and replaced with satisfactory stones and corrective action taken at no additional expense to the Government. Rejected material shall be promptly removed from the project site. Such materials are excluded from measurement for payment.

#### 3.6.2 QUALITY ASSURANCE

During the contract period, both prior to and after material are delivered to the job site, visual inspections and measurements of the stone materials may be performed by the COR. If the COR, during the inspections, finds that the stone quality, gradation or weights of stone being furnished are not as specified or are questionable, re-sampling and re-testing by the Contractor will be required. Sampling of the delivered stones for testing and the manner in which the testing is to be performed shall be directed by the

COR. This additional sampling and testing shall be performed at the Contractor's expense. Any material rejected shall be removed or disposed off as specified or directed by the COR. The removal of the rejected stone shall be at the Contractor's expense.

### 3.7 STONE TRANSPORTATION

The contractor shall deliver the stone by marine transportation to the delivery point, which will be a Government-furnished stone dock site located at the Calumet Harbor CDF at the mouth of the Calumet River, in Chicago, IL for Government unloading. The contractor shall deliver the stone by marine deck barge in order to accommodate the Government equipment that will be used for off loading by Government personnel. A description of the deck barge(s) to be utilized will be included with the bid/offer.

### 3.8 TIME OF DELIVERY:

#### 3.8.1 Base Items

Delivery of stone covered by the base contract shall be completed within 45 calendar days of contract award in a timeline that is determined by the contractor.

#### 3.8.2 Optional Items

Delivery of stone covered by the optional items shall be completed within 45 calendar days of award of the options.

### STONE SOURCE LIST

#### ROCK ISLAND DISTRICT QUARRIES LISTED AS STONE SOURCES

<u>RID</u>	<u>REF.</u>	<u>OWNER/OPERATOR</u>	<u>SOURCE AREAS</u>
<u>NOS.</u>	<u>NAME</u>	<u>OWNER/OPERATOR</u>	<u>WITHIN QUARRY</u>
391	AUX SABLE	AUX SABLE STN CO. (LAFARGE NA)	LOWER 50' LEDGE ABOVE 2006 FLOOR
182	CASCADE EAST	BARD CONCRETE	IADOT BEDS 2-5
082	WATERLOO SOUTH	BASIC MATERIALS CORP	IADOT BEDS 18-20
130	BELLEVUE NORTH	BELLEVUE S & G	IADOT BEDS 1-5
186	FERTILE	BMC AGGREGATES LC	N. Pit IADOT BEDS 15-16, 19 S. Pit IADOT BEDS 13, 18-20
097	LANDIS	BRUENING ROCK	IADOT BED 3 = HOPKINTON
146	OELWEIN	BRUENING ROCK	IADOT BEDS 4 & 5

098	SPOOK CAVE	BRUENING ROCK	HOPKINTON IADOT BED 1 = UPPER 35' 1986 FACE
184	SNY MAGILL	C.J. MOYNA & SONS	IADOT BEDS 6-10
326	NEW HARTFORD	CALLENDER CONST	30' ABOVE 2000 FLOOR, CERT FREE BURLINGTON 60' ABOVE 1991 FLOOR
357	THOMAS	CALLENDER CONST	75' ABOVE 2000 FLOOR
340	VALLEY CITY	CALLENDER CONST	55' ABOVE UPPER 1991 FLOOR FOR SUBMERGED PLACEMENT
333	CENTRAL LIMES	CENTRAL LIMESTONE CO	FULL 1989 FACE = GALENA/PLATTEVILLE
701	HUNTINGTON (1)	CENTRAL STONE CO	BEDS #A-8, 1991 46' FACE
310	FLORENCE (33)	CENTRAL STONE CO	LEDGES 3 (MIDDLE 17') AND 5-6 (LOWER 86') ALL USES. LEDGE 2 (60' BENCH) SUBMERGED PLACEMENT ONLY
351	MARBLEHEAD (ADAMS)	CENTRAL STONE CO	30' ABOVE 1991 FLOOR
323	MILL CREEK (42)	CENTRAL STONE CO	LOWER 28' OF BURLINGTON FM, MIDDLE 65' FACE FOR SUBMERGED PLACEMENT ONLY
704	NEW LONDON (6)	CENTRAL STONE CO	FOR SUBMERGED PLACEMENT ONLY
304	BIGGSVILLE	CESSFORD CONST	IADOT BEDS 6&7, 3-17 SUBMERGED PLACEMENT ONLY
307	DALLAS CITY	CESSFORD CONST	IADOT BEDS 2 & 3 = CEDAR FORK
023	DONNELLSON	CESSFORD CONST	MASSIVE SPERGEN FM BEDS 10-15
111	GEODE	CESSFORD CONST	IADOT BEDS 3-5 & 17 FOR GENERAL USE, 9-13 SUBMERGD PLACEMENT ONLY

041	HAWKEYE	CESSFORD CONST	BEDS 22-24 IDOT CLASS E
065	NELSON 1	CESSFORD CONST	IADOT BEDS 7-14, 21-24, ALL USES BEDS 15-20 SUBMERGED USE ONLY FULL FACE 7-24 SUBMERGED USE ONLY
370	GOLD MINE	CIVIL CONSTRUCTORS	FULL 50' NORTH FACE, 1992
901	SIoux FALLS	CONCRETE MATERIALS	FULL FACE MINUS ROCK FROM SOFT AREAS
040	HARPER	DOUDS STONE, INC	BEDS 35-37 ALL USES
069	OLLIE	DOUDS STONE, INC	IADOT BEDS 27-29
045	KESWICK	DOUDS STONE, INC	IADOT BET 13, AND TOP 4' OF BED 17
091	WESTCHESTER	DOUDS STONE, INC.	BEDS: LOWER (GRAY) HALF OF 15 & 16
115	LEWIS	DOUDS STONE, INC	IADOT BED 1C ALL USES, BEDS 3-7 IA CLASS E ONLY
156	TWEEDY	DOUDS STONE INC	IADOT BEDS 11 & 13
394	MOUNT CARROLL	FISCHER EXCAVATING	FULL FACE EXCLUDING LOWER 6 FEET SHALE SEAMS
810	FRANK BROS.	FRANK BROS. INC	UPPER 30-35' LEDGE OF 2002 FACE
809	JOHNSON CREEK	HAUSZ BROS. INC	LOWER 20' LEDGE OF 2002 FACE
604	COTTONWOOD	HODGMAN & SONS INC	MASSIVE QUARTZITE LEDGES
185	HERITAGE	GREAT RIVER MTRLS	IADOT BEDS 3-5 FOR SUBMERGED PLACEMENT ONLY
329	JOLIET S&G	JOLIET S&G (LAFARGE NA)	KANKAKEE FM
801	BAGLEY	KRAEMER COMPANY	UPPER 60' ABOVE SHALEY BED
806	HAVERLAND	KRAEMER COMPANY	55' ABOVE THE 2002 FLOOR
030	FASSBINDER	KUHLMAN CONSTRUCTION	FULL 1983 FACE = DUBUQUE/ STEWARTVILLE
137	LOGAN	KUHLMAN CONSTRUCTION	IADOT BEDS 2-9

093	OSTERDOCK	KUHLMAN CONSTRUCTION	IADOT BEDS 2-6 7 SUBMERGED ONLY
101	SCHMIDT	KUHLMAN CONSTRUCTION	IADOT BEDS 5 & 6
902	DELL RAPIDS	L.G. EVERIST INC	FULL 2001 FACE
703	KAHOKA	L AND W QUARRIES	BEDS 0A & 0B AND 2A-3B SUBMERGED PLACEMENT ONLY
058	MEDIAPOLIS (134)	L AND W QUARRIES	BEDS 3-7 & 15-18 SUBMERGED ONLY
001	ALDEN	MARTIN MARIETTA	IADOT BED 3
002	AMES MINE	MARTIN MARIETTA	IADOT BEDS 21-26 & 32-34 & 47-48
031	FERGUSON	MARTIN MARIETTA	BEDS 8 & 9 ALL USES BEDS 8-16 IDOT CLASS E
055	MALCOM MINE	MARTIN MARIETTA	IADOT BEDS 12 & 13
081	S CEDAR RAPIDS	MARTIN MARIETTA	IADOT BEDS 6 & 7
096	SULLY MINE	MARTIN MARIETTA	BEDS 37-41 ALL USES, BEDS 42-47 IDOT CLASS E
331	ROMEVILLE	MATERIAL SERVICE	MARKGRAF & ROMEO MEMBERS
319	THORNTON	MATERIAL SERVICE	MASSIVE, NON-SHALY, REEF CORE
383	YARD 10(LINCOLN)	MATERIAL SERVICE	11' LOWER LEDGE "BOTTOM ROCK"
384	YARD 17(ATHENS)	MATERIAL SERVICE	12.5' ABOVE '96 FLOOR – BELOW SHALE SUBMERGED PLACEMENT ONLY
815	WATERLOO QUARRY	MICHELS MATERIALS	MASSIVE GRAY QUARTZITE
393	MINING INTERNATIONAL	MINING INTERNATIONAL	GALENA GROUP ELEV. 185-250
601	NEW ULM	NEW ULM QUARTZITE QUARRIES	WELL CEMENTED META-QUARTZITE
147	HAZELTON	PAUL NIEMANN CONSTRUCTION CO.	IADOT BED 4 HOPKINTON, 2002 20' FACE
149	OELWEIN-2	PAUL NIEMANN CONSTRUCTION CO.	IADOT BEDS 13-16 HOPKINTON
015	BROWN	RIVER CITY STONE	IADOT BEDS 2-UP 8' OF 9

128	MILLVILLE	RIVER CITY STONE	STEWARTVILLE
026	ROSE SPUR	RIVER CITY STONE	IADOT BEDS 1-8
			MIDDLE & UPPER
			LEDGES
			WISE LAKE FM
142	WEBER	RIVER CITY STONE	2002 LOWER 20' FACE
019	COLUMBUS CITY	RIVER PRODUCTS	IADOT BEDS 16-21 =
			MINE FACE
020	CONKLIN	RIVER PRODUCTS	IADOT BEDS 8-9 & 20
301	ALLIED (MC30)	RIVER STONE GROUP INC	RACINE & OTIS MEMS,
			WAPSIPINICON FM
346	CLEVELAND (31)	RIVER STONE GROUP INC	LOWER LEDGE,
			1991 FACE
322	MIDWAY (45)	RIVER STONE GROUP INC	TOP TWO LIFTS,
			1990 FACE
336	TROY GROVE (46)	RIVER STONE GROUP INC	MIFFLIN &
			PECATONICA FMS
355	VERMILION (47)	RIVER STONE GROUP INC	1989 FACE, 0-60 FEET
374	SAVANNA	SAVANNA QUARRY INC	FULL 85' 2004 FACE
313	IRENE	ROCKFORD S&G	6'- 85' OF 1991 FACE
349	MULFORD	ROCKFORD S&G	63'-88' ABOVE '91
			FLOOR =
			WISELAKE FM
353	NIMTZ	ROCKFORD S&G	NACHUSA FM
360	BAXTER ROAD	ROCKFORD S&G	UPPER 30' OF
			DUNLEITH FM
361	STATELINE	ROCKFORD S&G	FOR SUBMERGED
			PLACEMENT ONLY
385	SPROULE	SPROULE	49' ABOVE CHERT BEDS
		CONSTRUCTION	
707	TOWER ROCK	TOWER ROCK STONE CO	LEDGES 2, 4, 6-9, 11-13
		(LUHR BROS)	AS LISTED BY MVD
339	UTICA	UTICA STONE CO	UNIT 6 EXPOSED/
		(LAFARGE NA)	UNIT 7
			SUBMERGED
348	VALLEY RUN	VULCAN MATERIALS	FULL 70' FACE, 1992
379	KANKAKEE	VULCAN MATERIALS	LEDGES D & E
378	LEMONT (360)	VULCAN MATERIALS	ROMEO & MARKGRAF
			= UPPER 40', 1992 FACE
			GALENA GROUP MINE
			LEVELS 1, 2, & 3
			ELEV. 115-210
343	MCCOOK	VULCAN MATERIALS	MARKGRAF MEM
380	SYCAMORE	VULCAN MATERIALS	WISELAKE & DUNLEITH
			FMS, ELEV. 520-717

706	LOUISIANA	W.B. SMITH INC	LOWER 20' OF BURLINGTON FM
819	GROSSER	WAMSLEY EXCAVATING	70' FACE ABOVE 2006 FLOOR
820	WAMSLEY	WAMSLEY EXCAVATING	80' FACE ABOVE 2006 FLOOR
009	BELLEVUE SOUTH	WENDLING QUARRIES	IADOT BED 3 = 1979 HOPKINTON FM
083	BOWSER	WENDLING QUARRIES	IADOT BEDS 6-9
120	CEDAR RAPIDS S.	WENDLING QUARRIES	IADOT BEDS 6 & 7
337	MT CARROLL	WENDLING QUARRIES	FULL 1990 CARBONATE FACE
090	MOSCOW	WENDLING QUARRIES	IADOT BEDS 9-15 & 21A-24
078	SHAFFTON	WENDLING QUARRIES	IADOT BEDS 16 & 17
124	GARRISON SOUTH	WENDLING QUARRIES	IADOT BEDS 10-27
166	FOUR COUNTY	WENDLING QUARRIES	IADOT BEDS 9b & 10
170	LOWDEN	WENDLING QUARRIES	IADOT BED 2, '08 FLOOR
390	TRIUMPH	WESTERN SAND & GRAVEL (LAFARGE NA)	FULL 2002 NORTHERN FACE
157	DAVE HAMMEL	WILTGEN CONSTRUCTION CO.	2002 40' FACE
153	VOSHELL	WILTGEN CONSTRUCTION CO.	2002 22' FACE LIMITED TO 400# TOP SIZE

QUARRY OWNER/OPERATORS

<u>OWNER/OPERATOR</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>
AUX STABLE STN CO (LAFARGE NA)	4255 E. DELLOS RD MORRIS, IL 60450	815-941-1423
BARD CONCRETE	PO BOX 246 DYERSVILLE, IA 52040	563-875-7145
BASIC MATERIALS CORP	101 BMC DRIVE ELK RUN HEIGHTS 50707	319-235-6583
BELLEVUE S & G	29427 HIGHWAY 52 BELLEVUE, IA 52031	563-872-3886
BRUENING ROCK PRODUCTS	325 WASHINGTON BOX 127 DECORAH, IA 52101	563-382-2933
C.J. MOYNA & SONS, INC.	24412 HIGHWAY 13	563-245-1442

	ELKADER, IA 52403	
CALLENDER CONST	928 W WASHINGTON PITTSFIELD, IL 62363	217-285-2161
CENTRAL LIMESTONE CO	16805 QUARRY RD MORRIS, IL 60450	815-736-6341
CENTRAL STONE CO	46445 SWEETBAY LN HANNIBAL, MO 63401	573-735-4505
CESSFORD CONST	3808 OLD HIGHWAY 61 BURLINGTON, IA 52601	319-753-2297
CIVIL CONSTRUCTORS	2283 US HWY 20E FREEPORT, IL 61032	815-235-2200
CONCRETE MATERIALS	1201 W. RUSSELL STREET SIOUX FALLS, SD 57104	605-357-6000
DOUDS STONE INC	P. O. BOX 187 OTTUMWA, IA 52501	641-683-1671
FRANK BROS. INC	2501 MORSE STREET JANESVILLE, WI 53545	608-754-5330
FISCHER EXCAVATING	1567 HEINE RD FREEPORT, IL 61032	815-233-3232
GREAT RIVER MTRLS	407 N. 4 <sup>TH</sup> ST., SUITE B BURLINGTON, IA 52601	319-759-2611
HAUSZ BROS. INC	P. O. 104 FORT ATKINSON, WI 53538	920-563-8473
HODGMAN & SONS INC	P. O. BOX 1100 FAIRMONT, MN 56031	507-235-3321
JOLIET S&G (LAFARGE NA)	P. O. BOX 254 JOLIET, IL 60434	815-741-2090
KRAEMER COMPANY	1 PLAINVIEW RD PLAIN, WI 53577	608-546-2311
KUHLMAN CONSTRUCTION	P. O. BOX 126	563-856-3535

	COLESBURG, IA 52035	
LG EVERIST INC	P. O. BOX 5829 SIOUX FALLS, SD 57117	605-334-5000
L AND W QUARRIES, INC	P. O. BOX 335 CENTERVILLE, IA 52544	641-437-4830
MARTIN MARIETTA AGG	11252 AURORA AVE DES MOINES, IA 50322	515-254-0030
MATERIAL SERVICE	222 N LASALLE CHICAGO, IL 60601	312-372-3600
MICHELS MATERIALS	1184 W. HUBBLETON RD WATERLOO, WI 53594	920-478-2084
MINING INTERNATIONAL	1955 PATTERSON ROAD JOLIET, IL 60436	815-209-9198
NEW ULM QUARTZITE QUARRIES	RT 5, BOX 21 NEW ULM, MN 56073	507-354-2925
PAUL NIEMANN CONSTRUCTION CO.	24541 150 <sup>TH</sup> STREET SUMNER, IA 50674	563-578-3262
RIVER CITY STONE	PO BOX 1430 DUBUQUE, IA 52004	608-568-3433
RIVER PRODUCTS	3273 DUBUQUE ST NE IOWA CITY, IA 52240	319-338-1184
RIVERSTONE GROUP INC	1701 5TH AVE MOLINE, IL 61265	309-757-8250
ROCKFORD S&G	P. O. BOX 2071 LOVES PARK, IL 61130	815-654-4720
SAVANNA QUARRY INC	9859 SENIC BLUFF RD SAVANNA, IL 61074	815-273-4208
SPROULE CONSTRUCTION	P. O. BOX 4 GALENA, IL 61036	815-777-1567
TOWER ROCK STONE CO	P. O. BOX 50	618-281-4106

(LUHR BROS)	COLUMBIA, IL 62236	
UTICA STONE (LAFARGE NA)	P. O. BOX 431 UTICA, IL 61373	815-667-4690
VULCAN MATERIALS (MIDWEST)	747 E. 22ND ST SU 200 LOMBARD, IL 60148	630-261-8600
W.B. SMITH INC	P. O. BOX 474 HWY 79 S LOUISIANA, MO 63353	573-754-5361
WAMSLEY EXCAVATING AND QUARRY PRODUCTS	8715 COUNTY RD U CASSVILLE, WI 53806	608-794-2222
WENDLING QUARRIES	P. O. BOX 230 DEWITT, IA 52742	563-659-9181
WESTERN SAND & GRAVEL (LAFARGE NA)	P. O. BOX 431 UTICA, IL 61373	815-667-9878
WILTGEN CONSTRUCTION COMPANY	P. O. BOX 817 CALMAR, IA 52132	563-562-3301

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	FEB 2012
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.243-1	Changes--Fixed Price	AUG 1987
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the

facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

(1) 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--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

(vi) Terms of any discount for prompt payment offered;

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

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. 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.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(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. 3701, 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.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)(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 FAR 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; 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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

XX (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)

XX (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

XX (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

XX (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

XX (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

XX (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

XX (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

XX (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Mar 2012) of 52.225-3.

\_\_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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: (Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (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) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.213-3 NOTICE TO SUPPLIER (APR 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within on hundred and twenty (120) days of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as

practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100% percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100% percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within ten (10) days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

## 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) XX 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) \_\_\_ 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) XX 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7001.

(7) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) XX 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

- (10) \_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) \_\_\_\_ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) \_\_\_\_ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (OCT 2011) of 252.225-7021.
- (iii) \_\_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (OCT 2011) of 252.225-7036.
- (iii) \_\_\_\_ Alternate II (OCT 2011) of 252.225-7036.
- (iv) \_\_\_\_ Alternate III (OCT 2011) of 252.225-7036.
- (17) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_\_ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) \_\_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) XX 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(30) XX 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(31) \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (OCT 2011)

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

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American Act; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

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

(b) This clause implements the Buy American Act (41 U.S.C. chapter 83). In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)