

2. CONTRACT NO. W911XK-12-C-0015	3. AWARD/EFFECTIVE DATE 07-Sep-2012	4. ORDER NUMBER	5. SOLICITATION NUMBER W911XK-12-R-0029	6. SOLICITATION ISSUE DATE 21-Aug-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 05 Sep 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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" 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: 500 NAICS: 212319	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)	12. DISCOUNT TERMS	
		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" 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 BOBBIES MARINE SERVICES LLC 3521 N RAPIDS RD MANITOWOC WI 54220-9407  TEL. (920) 323-0028	CODE	5HFC8	FACILITY CODE	5HFC8	18a. PAYMENT WILL BE MADE BY USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054	CODE	964145
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 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>\$168,320.00</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 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  	31c. DATE SIGNED 10-Sep-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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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		4,000	Net Ton (2,000 LB)	\$42.08	\$168,320.00
	TAS::96 3123::TAS FFP ARMOR 2 STONE (6-10 TN) TO BE DELIVERED TO KEWAUNEE DOCK, KEWAUNEE, WI /M1220-STRUCTURAL REPAIR [153574] --- PROJECT NO.: 153574 FOB: Destination MILSTRIP: W56MES22135389 PURCHASE REQUEST NUMBER: W56MES22135389				

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NET AMT \$168,320.00

ACRN AA \$168,320.00  
 CIN: W56MES221353890001

BID SCHEDULE

CLIN	Supplies/ Service	Quantity	Unit	Unit Price	Total Price
0001	ARMOR 2 STONE delivered to Kewaunee Dock	4,000	TN	\$42.08	\$168,320.00
<b>Total Price of Bid</b>					\$168,320.00

STONE LIST

Stone Source List

Quarry Name	Contact Information	Armor	RipRap	Cor	Bedding
		A	B	C	Bedding
BUCKLEY QUARRY Material: Basalt/Andesite Max Size: 2 tons	Superior, WI		X	X	X
CEDARVILLE QUARRY Material: Dolomite	Michigan Limestone Operations Cedarville, MI 49719 (906) 484-2201	X	X	X	X

COLD SPRING QUARRY Material: Granite (in Wausau, WI)	Cold Spring Granite 202 S. 3 <sup>rd</sup> St. Cold Spring, MN 56320 (715) 845-7666	X	X	X	X
DEL RAPIDS QUARRY (2 Pits) Material: Quartzite	L.G. Everist Inc. 300 S. Phillips Ave. P.O. BOX 5829 Sioux Falls, SD 57117-5829 (605) 366-2829	X	X	X	X
FRANCESVILLE QUARRY Material: Dolomite	Vulcan Materials Company 500 West Plainfield Rd. Countryside, IL 60525 (708) 268-8600				X
HAYTON QUARRY, GRIMS QUARRY Material: Dolomite/Limestone	Western Limestone & Cement P.O. Box 57 West Bend, WI 53095 (414) 334-3005	X	X	X	X
ISP MINERALS QUARRY Material: Meta Andesite	Gillen Company Gary Jackson 218 W. Becher St. Milwaukee, WI 53207 (414) 769-3120	X	X	X	X
KIMMES QUARRY Material: Basalt/Amygdaloidal Basalt Max Size: 1,000 pounds	poc: Eric Brye  Superior, WI		X	X	X
LEMONT QUARRY Material: Dolomite	Vulcan Materials Company 500 West Plainfield Rd. Countryside, IL 60525 (708) 268-8600		X	X	X
MANTENO QUARRY Material: Dolomite	Vulcan Materials Company 500 West Plainfield Rd. Countryside, IL 60525 (708) 268-8600		X	X	X
McCOOK QUARRY Material: Dolomite	Vulcan Materials Company 500 West Plainfield Rd. Countryside, IL 60525 (708) 482-7000				X

MERIDIAN QUARRY Material: Granite	Meridian Aggregates St. Cloud, MN 56302 (320) 251-7141		X	X	X
MIDDLE INLET QUARRY Material: Rhyolite/Granite	Edward C. Gillen Company 218 West Beecher Street, Milwaukee, WI 53207-1190 (414)769-3120	X	X	X	X
NORTHERN INDIANA MATERIAL QUARRY Material: Dolomite	Northern Indiana Material Corp. P.O. BOX 839 Crown Point, IN 46307 (219) 663-0052			X	X
OLSON BROTHERS QUARRY Material: Basalt/Amygdaloidal Basalt Max Size: 2 tons	poc/owner: Keith Olson  Brule, WI		X	X	X
ORTONVILLE QUARRY Material: Granite	L.G. Everist Inc. 300 S. Phillips Ave. P.O. BOX 5829 Sioux Falls, SD 57117-5829 (605) 366-2829	X	X	X	X
ROGERS CITY Material: Limestone	Michigan Limestone Operations 1035 Calcite Rd. Rogers City, MI 49779 (517) 734-2131				X
RUBY RED, RIB MOUNTAIN, WISCONSIN AUBURN, AND SILVER GRAY QUARRIES Material: Granite	Anderson Bros. & Johnson Company  P.O. BOX 26 Wausau, WI 54402-0026 (800) 826-1581	X	X	X	X
SHAWNOO QUARRY Material: Rhyolite/Granite	Michel's Material P.O. BOX 128 Brownsville, WI 53006 (920) 478-2084	X	X	X	X
SUSSEX HALQUIST QUARRY Material: Dolomite	Halquist Stone Company, Inc. Lisban Rd. Sussex, WI 53089 (414) 246-3561		X	X	X
SUSSEX QUARRY	Vulcan Materials Company			X	X

Material: Dolomite	500 West Plainfield Rd. Countryside, IL 60525 (708) 268-8600				
SYCAMORE QUARRY Material: Dolomite	Vulcan Materials Company 500 West Plainfield Rd. Countryside, IL 60525 (708) 261-8600		X	X	X
THORNTON QUARRY Material: Dolomite	Material Services Corporation 222 North LaSalle Chicago, IL 60601 (312) 372-3600				X
TORK QUARRY Material: Granite	Edward Kraemer & Sons, Inc. 1 Plain View Rd. Plain, WI 53577 (608) 546-2311		X	X	X
TOWER ROCK STONE QUARRY  (in Ste. Genevieve, MO)	Luhr Brothers P.O. BOX 111 Columbia, IL (573) 883-7415	X	X	X	X
VALDERS STONE QUARRY Material: Dolomite	Valders Stone & Marble Inc. P.O. BOX 277 Valders, WI 54245 (920) 775-4151	X	X	X	X
WATERLOO QUARRY Material: Quartzite	Michel's Materials P. O. Box 128 Brownsville, WI 53006 (920) 478-2084	X	X	X	X
WISCONSIN ROSE (Amburg) RED AND SUNBURST QUARRIES Material: Granite	Anderson Bros. & Johnson Company  P.O. BOX 26 Wausau, WI 54402-0026 (800) 826-1581		X	X	X
YELLOW MEDICINE QUARRY	Meridian Aggregates P.O. BOX 129, 200 14 <sup>th</sup> Street Granite Falls, MN 56241 (320) 564-2125		X	X	X

REVISION0

**Delete EMERGING SB. The contract is set aside for small business. Clause 52.219-6 is added in full text.**

## INSTRUCTIONS TO OFFERORS:

1. All offerors are reminded to complete and submit with your quote all FAR and DFARS Provisions related to Representations and Certifications.
2. Offerors shall complete and submit any additional full text certifications that are included in the solicitation. An offeror may also complete the certifications at <https://www.sam.gov> in lieu of completing the representations and certifications in this solicitation provided that all the FAR and DFARS certifications contained in the solicitation have been completed on line.
3. All offerors shall be registered at <https://www.sam.gov> with the NAICS code that is shown on the front page of the SF 1449 in Block 10 in accordance with FAR 52.204-99.
4. Remember to sign the SF 1449 before submitting your quote.

**NOTE: Failure to comply with the above instructions may result in an offeror not being eligible for award.**

The following clause is added:

52.204-99 System for Award Management Registration (August 2012) (DEVIATION)

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

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

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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

"Registered in the SAM database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
  - (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
  - (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.
- (b)
- (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
  - (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.
- (c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) A contractor may obtain a DUNS number-
    - (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
  - (2) The Contractor should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and Zip Code.
    - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
    - (v) Company telephone number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-
- (A) Change the name in the SAM database;
  - (B) Comply with the requirements of subpart 42.12 of the FAR; and
  - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

**The bid schedule is corrected DELETE: CORE STONE, ADD ARMOR 2 STONE**

SCOPE OF WORKDESCRIPTION / SPECIFICATIONS / WORK STATEMENT  
SCOPE OF WORK- KEWAUNEE STONE DOCK IN KEWAUNEE, WI

## 1 GENERAL

## 1.1 PURPOSE

The stone material acquired by this purchase will be used to repair various navigation structures located in the Great Lakes. The scope of work includes furnishing, delivering, unloading, and temporary piling of stone materials upon a Corps of Engineers-furnished 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, delivery, unloading, and temporary piling of stone materials. The stone for the purposes of this contract is Armor 2 (6-10 tons). The Contractor shall deliver the stone by marine or land transportation to the delivery point, which will be a Government-furnished stone dock site located at the Lake Michigan Area Office located in Kewaunee, WI (See Map Appendix A). The water depth at the dock face will have a minimum depth of 12'. The Contractor shall stockpile the material so that the stone can be easily accessed for future reloading on Government barges. No stone shall be placed closer than 15 feet from the edge of the dock and no farther than 75 feet from the edge of the dock. The Contractor shall be responsible for all personnel and equipment needed to load, unload, and stockpile the stone.

## 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 Lake Michigan Area Office (See Map Appendix A), in Kewaunee, Wisconsin.

The Contractor shall coordinate the deliveries of stone materials with the Corps of Engineers, Detroit District, Lake Michigan Area Office, Technical Coordinator, Attn: Robert Stanick, 124 N. Main Street, Kewaunee, WI 54216, 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.

### 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, 124 N. Main Street, Kewaunee, WI 54216.

#### 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 Contracting Officer.

#### 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 Technical Coordinator. 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 Technical Coordinator. 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 Technical Coordinator. The Technical Coordinator 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  $[(G1 + G2 + 2xG3 + 2xG4 + G5 + G6), \text{divided by } 8 = \text{average draft.}]$  The Technical Coordinator 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 Technical Coordinator 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 Technical Coordinator, other record made of the amount removed. The amount determined by the Technical Coordinator, 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 Technical Coordinator. 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 Technical Coordinator.

#### 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 Contracting Officer'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 METHOD OF DETERMINING WEIGHT WITH DELIVERY BY TRUCK

The method of measurement for determining the weight of stone materials delivered by truck shall be certified weigh bills provided by the Contractor. Weigh bills and the scales used for weighing of trucks and materials contained therein shall, unless otherwise approved by the Contracting Officer, conform to the following requirements:

a. Scales shall conform to the requirements of the NBS Handbook \-H 44-\. The tolerance applications of the Handbook, as applicable to under registration and over registration and to tests involving digital indications or representations, shall apply. A scale shall not be used for weighing a load totaling more than the nominal capacity, marked on the scale by the manufacturer. Any portion of the load in excess of the nominal scale capacity will not be considered for payment.

(1) The accuracy of the scale shall be checked. When a State scale inspector is not immediately available for checking the scale, the Contractor may, at its own expense, secure a check from a local official sealer of weights and measures, or the COR, may give tentative approval, based on check truckloads weighed on other scales which bear an official seal placed in the current calendar year.

b. The total weight of a single highway vehicle shall be weighed as a single draft and shall not be determined by adding together the results obtained by separately weighing each end of such vehicle except that weighing of a coupled combination may be determined without uncoupling under the following conditions:

- (1) The brakes are released.
- (2) There is no tension or compression on the drawbar.
- (3) The approaches are straight and in the same level plane as the scale platform.
- (4) The approaches are paved at least fifty (50) feet in each direction with a seal coat or higher type surfacing.
- (5) The approaches are of sufficient width and length to ensure level positioning of vehicles during the weighing operation.

c. When a print-out system is employed on a platform or surge bin scale, it shall be equipped with a printer, which shall print the following information on a triplicate ticket for each truckload:

- (1) Time
- (2) Date
- (3) Sequential ticket number (may be preprinted on ticket)
- (4) Gross Weight
- (5) Tare Weight (trucks shall be tare weighed at least twice daily)
- (6) Net Weight
- (7) Net accumulated job daily total
- (8) Truck identification number

d. The system shall be so interlocked as to allow printing only when the scale has come to a complete rest.

#### 1.8.3.2.1 SCALES

For scales not equipped with the print-out system as stated above, weigh bills shall contain the same or equivalent data as specified for the print-out system. Weigh bills, including print-outs, shall be certified by the signature of the scale operator, which shall attest that the information shown on the weigh bill is correct and is the weight(s) observed on the scale at the time of weighing. Each weigh bill shall also be certified by the Contractor attesting that the entire load was properly delivered to the designated delivery Docks, and shall show the time and date of weighing and the time and date of unloading. Each truck shall be plainly marked by a distinctive number, letter, or name, which shall not be changed or given to any other truck during the contract period. The Government reserves the right to periodically inspect the weighing operations at the scales.

#### 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 Technical Coordinator. 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 Technical Coordinator 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 Contracting Officer. 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 52.212.4.

## 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 Technical Coordinator 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 Technical Coordinator. 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 Contracting Officer 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 Technical Coordinator 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 Technical Coordinator, and available test results indicate that the material is acceptable, the Technical Coordinator 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

Test	Test Method	Acceptance Criteria
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.

#### 3.2.1 ARMOR 2 STONE

The stone furnished for Armor 2 Stone shall weigh between 6 tons and 10 tons each and shall be free of fines. Seventy-five (75) percent of the stones by count shall weigh more than 7 tons each.

### 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 Technical Coordinator.

#### 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.

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. 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 Technical Coordinator to be unsatisfactory based upon quality requirements herein. Rejection or disapproval of any source or any material by the Technical Coordinator 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 Technical Coordinator 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 Technical Coordinator. If the Technical Coordinator, 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 Technical Coordinator. 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 Contracting Officer. The removal of the rejected stone shall be at the Contractor's expense.

### 3.7 STONE TRANSPORTATION AND UNLOADING

The equipment used for loading and unloading the stone materials during delivery shall be suitable for handling material of the size required. This includes the ability to place a stone into a specific position before release, and if necessary, the ability to pick up and reposition the stone. Heavy equipment capable of causing damage to the stone materials shall not be utilized. The contractor shall ensure that acceptable material meeting the requirements of section 3.2 is being unloaded and stockpiled as indicated in the site map.

### 3.8 TIME OF DELIVERY:

**3.8.1 Base Items**

Delivery of stone covered by the base contract shall be completed within 60 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 60 calendar days of award of the options.

**3.8.3 Load Restrictions**

If delivery to this site is not possible during the required performance period due to seasonal load restrictions on the access roads an appropriate time extension shall be granted by the Contracting Officer.

**APPENDIX A: MAP OF KEWAUNEE STONE DOCK**



## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	06-NOV-2012	4,000	N/A FOB: Destination	

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427      2600741FC5011270      NA 96203  
 AMOUNT: \$168,320.00  
 CIN W56MES221353890001: \$168,320.00

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	FEB 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.232-1	Payments	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

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

XX 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.)

XX (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).

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

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, 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]

XX (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)).

XX (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 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- 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).
- XX (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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).
- \_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 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, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- \_\_\_\_ (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 (MAY 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.)

\_\_\_\_ (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 (JUL 2012).

(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)

#### 52.217-7 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 60 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)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

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

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

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

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

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ - assigned to contract number \_\_\_\_\_.

(Contractor to sign and date and insert authorized signer's name and title).

(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 20 percent of the bid price or \$50,000.00, 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 0 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

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

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

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of 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)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(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://www.arnet.gov/far>

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

<http://www.dtic.mil/dfars>

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 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 (APR 2012)(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) (JUN 2012) (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 and Balance of Payments Program (JUN 2012) (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 (JUN 2012) (10 U.S.C. 2533b).

(9) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (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 (JUN 2012) (Section 846 of Pub. L. 111-383).

13)(i) \_\_\_ 252.225-7021, Trade Agreements (JUN 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 (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUN 2012) of 252.225-7036.
- (iii) \_\_\_ Alternate II (JUN 2012) of 252.225-7036.
- (iv) \_\_\_ Alternate III (JUN 2012) of 252.225-7036.
- (v) \_\_\_ Alternate IV (JUN 2012) of 252.225-7036.
- (vi) \_\_\_ Alternate V (JUN 2012) 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 (JUN 2012) (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 (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) \_\_\_ 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) \_\_\_\_ 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 (JUN 2012) (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 (JUN 2012), 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)