

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
 W56MES22135410

2. CONTRACT NO. W911XK-12-C-0016  
 3. AWARD/EFFECTIVE DATE 08-Sep-2012  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER W911XK-12-R-0028  
 6. SOLICITATION ISSUE DATE 17-Aug-2012

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 30 Aug 2012

9. ISSUED BY CODE W911XK  
 CONTRACTING DIVISION  
 DETROIT DISTRICT  
 477 MICHIGAN AVE  
 RM 700  
 DETROIT MI 48226-2550  
 TEL: (313) 226-5148  
 FAX: (313) 226-2209

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 100% FOR  
 SB  
 HUBZONE SB  
 8(A)  
 SVC-DISABLED VET-OWNED SB  
 EMERGING SB  
 SIZE STD: 500 NAICS: 212312

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
**SEE SCHEDULE**

16. ADMINISTERED BY CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 5HFC8  
 BOBBIES MARINE SERVICES LLC  
 3521 N RAPIDS RD  
 MANITOWOC WI 54220-9407  
 TEL. (920) 323-0028  
 FACILITY CODE 5HFC8

18a. PAYMENT WILL BE MADE BY CODE 964145  
 USACE FINANCE & ACCOUNTING CENTER  
 5722 INTEGRITY AVENUE  
 MILLINGTON TN 38054

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

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  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$254,860.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.  
 REF:

29. AWARD OF CONTRACT: REFERENCE  
 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
  
 31c. DATE SIGNED 08-Sep-2012

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

**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)	\$43.08	\$172,320.00
	TAS::96 3123::TAS FFP ARMOR 2 STONE (6-10 TN) DELIVERED TO MILWAUKEE, WI. - M1290- STRUCTURAL REPAIR -NON-LABOR [153601] --- PROJECT NO.: 153601 - For Accounting Purposes only- FOB: Destination MILSTRIP: W56MES22135410 PURCHASE REQUEST NUMBER: W56MES22135410				
				NET AMT	\$172,320.00
	ACRN AA				\$172,320.00
	CIN: W56MES221354100001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		2,000	Net Ton (2,000 LB)	\$41.27	\$82,540.00
EXERCISED OPTION	TAS::96 3123::TAS FFP OPTION 1 2000 TN ARMOR 2 STONE DELIVERED TO MILWAUKEE WI - M1220-STRUCTURAL REPAIR [153574] -- Project No.: 153574 FOB: Destination PURCHASE REQUEST NUMBER: W56MES22135410				
				NET AMT	\$82,540.00
	ACRN AA				\$82,540.00
	CIN: 00000000000000000000000000000000				

BID SCHEDULE

CLIN	Supplies/ Service	Quantity	Unit	Unit Price	Total Price
0001 (Exercised)	Armor 2	4,000	TN	\$43.08	\$172,320.00

0002 Option1 <b>(Exercised)</b>	Armor 2	2,000	TN	\$41.27	\$82,540.00
0003 Option 2 <b>(Not Exercised)</b>	Armor 2	2,000	TN	\$41.27	\$82,540.00
0004 Option 3 <b>(Not Exercised)</b>	Armor 2	2,000	TN	\$41.27	\$82,540.00
0005 Option 4 <b>(Not Exercised)</b>	Armor 2	2,000	TN	\$41.27	\$82,540.00

**Total Price of Bid** \$254,860.00

#### INSTRUCTIONS TO OFFERORS

1. AN ORIGINAL BID BOND IS REQUIRED WITH OFFER. FAXED COPIES WILL NOT BE ACCEPTED.  
FAXED QUOTES ARE NOT ACCEPTABLE. SEND ALL QUOTES TO THE FOLLOWING ADDRESS:

USACE DETROIT DISTRICT  
McNAMARA FEDERAL BUILDING  
ATTN: CONTRACTING DIVISION  
477 MICHIGAN AVENUE, RM 700  
DETROIT, MI 48226-2550

2. All offerors are reminded to complete and submit with your quote all FAR and DFAR Provisions related to Representations and Certifications.

3. 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.

4. All offerors must be registered at <https://www.sam.gov> with the NAICS code that is shown on the front page of the SF1449 in Block 10 in accordance with FAR 52.204-99.

5. 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.

#### SCOPE OF WORK

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

## SCOPE OF WORK- MILWAUKEE STONE DOCK IN MILWAUKEE, 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 Milwaukee stone dock site located in Milwaukee, WI (See Map). 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 in Milwaukee, Wisconsin (See Map). Stone must be delivered to the Milwaukee Stone Dock in Milwaukee, WI. Crossroads of Water Street and Walker. Proceed east to get to the entrance of the Milwaukee dock location. See Map for additional details.

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 Technical Coordinator.

### 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 Technical Coordinator 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 Technical Coordinator's approval. Changes to SMC inspector staffing levels or employees shall likewise be submitted for approval. Government required revisions of the SMC plan or Contractor staffing shall follow the procedures prescribed elsewhere in this Section.

#### 1.7.2.10 DISPLACEMENT GAUGE INSTALLATION DATA; G

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

#### 1.7.2.11 GAUGING TABLE; FIO

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

#### 1.7.2.12 EQUIPMENT DATA; FIO

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

#### 1.7.2.13 WEIGH SCALE CERTIFICATION; FIO

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

#### 1.7.2.14 CERTIFIED WEIGHT SCALE TICKETS; FIO

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

### 1.8 MEASUREMENT AND PAYMENT

#### 1.8.1 MEASUREMENT

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

#### 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), divided by 8 = 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 Contracting Officer, as having been removed shall be excluded from the net tonnage paid.

#### 1.8.2.7 CARRIER DESIGNATIONS

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

### 1.8.3 VERIFICATION OF MEASUREMENTS

The readings, other data, and calculations from which the gauging table and the tonnage are determined will be open to verification by the Contractor and shall be subject to the approval of the 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 Technical Coordinator, 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 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.

STONE LIST

## Stone Source List

Quarry Name	Contact Information	Armor	RipRap	Core	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	poc/owner: Keith Olson		X	X	X

Max Size: 2 tons	Brule, WI				
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 Material: Dolomite	Vulcan Materials Company 500 West Plainfield Rd. Countryside, IL 60525 (708) 268-8600			X	X
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		X	X	X

	(608) 546-2311				
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

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	28-NOV-2012	4,000	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427      2600HB94LF012060      NA 96203  
 AMOUNT: \$254,860.00  
 CIN 00000000000000000000000000000000: \$82,540.00  
 CIN W56MES221354100001: \$172,320.00

## CLAUSES INCORPORATED BY REFERENCE

52.228-1	Bid Guarantee	SEP 1996
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

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

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

### 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012) ALTERNATE I (OCT 2008)

#### (a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending

agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall

notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments. (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

## (i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

## (ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: (Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

- (C) Contractor records that show the distribution of labor between jobs or contracts; and
  - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
- (A) Any invoices or subcontract agreements substantiating material costs; and
  - (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that

Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

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

(End of Clause)

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

\_\_\_ 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).

\_\_\_ (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.

XX (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).

XX (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).

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

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (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 120 calendar days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

## 52.228-16 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 one hundred percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to one hundred percent of the original contract price.

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

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

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

(End of clause)

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

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

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

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of 52.204-99 (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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) \_\_\_ 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) XX 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) XX 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) XX 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)

#### 52.204-99

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)

