

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER ALUMINUMOXIDEBLASTROOMFA		PAGE 1 OF 69	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M00146-10-T-9018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIE HUMPHREY		b. TELEPHONE NUMBER (No Collect Calls) (252) 466-6279		6. SOLICITATION ISSUE DATE 11-Feb-2010	
9. ISSUED BY CONTRACTING DEPARTMENT PSC BOX 8018 BLDG. 159, DOOR T1 MCAS CHERRY POINT NC 28533 TEL: (252)466-3446 FAX: (252)466-3571		CODE M00146		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 emp NAICS: 333298		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO FLEET READINESS CENTER EAST RECEIVING OFFICER BUILDING 159, BAY DOOR "R4" CHERRY POINT NC 28533 TEL: 252-464-8312 FAX:		CODE N65923		16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

**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>SEE SCHEDULE</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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Aluminum Oxide Blast Room Facility FFP to include media recovery floor, pneumatic recovery system, storage hopper, blast pressure vessel, dust collector and all other components and equipment, design, manufacture, delivery, installation, testing, acceptance, training, removal of existing booth) in accordance with the Purchase Description (Section C).	1	Each		

Section C - Descriptions and Specifications

**PURCHASE DESCRIPTION
FOR AN
ALUMINUM OXIDE BLAST ROOM FACILITY**

1.0 SCOPE: This Purchase Description sets forth the requirements for the procurement of one (1) Aluminum Oxide Blast Room Facility, to include media recovery floor, pneumatic recovery system, storage hopper, blast pressure vessel, dust collector and all other components and equipment specified herein. Aluminum and steel shipping containers will be blasted in this Blast Room Facility. A single contractor shall supply and integrate the components and provide a “turn key” installation. The Blast Room Facility shall be installed at Fleet Readiness Center (FRC) East Cherry Point, NC, Building 1798.

2.0 APPLICABLE DOCUMENTS: The documents listed in this section are referred to in Sections 3 and 4 of this Purchase Description. Although every standard may not be written within this Purchase Description, the documents shall be followed during the execution of these requirements, unless otherwise specified. While every effort has been made to ensure completeness of the list, the contractor is cautioned that they must meet all of the specified requirements using an acceptable industry standard for any discipline not listed. It is the contractor’s responsibility to make sure the latest edition is used.

2.1 Government Documents: The following Purchase Descriptions, standards and handbooks form a portion of this document to the extent specified herein. It is the contractor’s responsibility to make sure the latest edition is used.

U.S. DEPARTMENT OF LABOR

29 CFR 1910 – Occupational Safety and Health Standard (OSHA), (latest Edition).

29 CFR 1910 Subpart S – Electrical

29 CFR 1910.147 – Control of Hazardous Energy (Lockout/Tagout)

29CFR1910.332 – Electrical Safety Related Work Practices

29 CFR 1926 – Construction Industry

(U.S. Department of Labor, OSHA Publications, P.O. Box 37535, Washington, D.C. 20013-7535 “www.osha.gov”)

U.S. NAVY

OPNAVINST 5100.23 (latest edition) – Navy Safety and Health Program Manual

(“www.safetycenter.navy.mil/instructions/default.htm” Commander, Naval Safety Center 375 A Street, Norfolk, VA or 23511).

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

Industrial Ventilation Manual (latest edition)

(Copies available from American Conference of Governmental Industrial Hygienists, 1330 Kemper Meadow Dr., Cincinnati, OH 45240 or online at www.acgih.org)

ITEM UNIQUE IDENTIFICATION MARKING (IUID Marking)

DFAR 252.211-7003 (latest Edition) Item Identification and Valuation

MIL-STD-130 (latest Edition) Identification Marking of U.S. Military Property

(A copy of this instruction can be acquired by World Wide Web at “<http://www.acq.osd.mil/dpap/index.html>”)

FLEET READINESS INSTRUCTION (FRCEASTINST)

FRCEASTINST 5090.1 (latest edition) – Environmental Compliance

FRC East drawing - PE-20729F Equipment layout (Attachment 01)

(A copy of this instruction can be acquired by contacting the project manager)

US ARMY CORPS of ENGINEERS

EM 385-1-1(latest edition) - US Army Corps of Engineers Safety and Health Requirements Manual.

(A copy of this instruction can be acquired by World Wide Web at “www.usace.army.mil/publications/eng-manuals/em385-1-1/entire.pdf”)

ENVIRONMENTAL AFFAIRS DEPARTMENT (EAD)

Standard Operating Procedures (SOP) for Management of Contaminated Soil

(Contact EAD, Cherry Point, NC Phone #252-466-4674)

FEDERAL COMMUNICATIONS COMMISSION (FCC)

Part 18, Subpart A through C – EMI Regulation

(Best Copy and Printing, Inc., Portals II, 445 12th St. S.W., Room CY-B402, Washington DC 20554. “www.fcc.gov”)

MILITARY PERFORMANCE SPECIFICATIONS

MIL-PRF-83756D – Performance Specification Blast Cleaning Machines

(A copy of these documents can be acquired by contacting the project manager)

NATIONAL INSTITUTE OF BUILDING SCIENCE (NIBS)

Whole Building Design Guide

UFC 3-320-07N – Weight Handling Equipment

UFC 1-200-01 - Design: General Building Requirements⁶

UFC 3-410-04N - Industrial Ventilation

UFC 3-310-01 - Structural Load Data

UFC 1-600-01 - Fire Protection Engineering for Facilities

(Copies available from National Institute of Building Sciences, 1090 Vermont Avenue NW Suite 700, Washington DC 20005 or available for download at <http://www.wbdg.org>)

2.2 Non Government Documents:

AMERICAN INSTITUTE OF STEEL CONSTRUCTION

AISC Steel Design Guide – Industrial Buildings Roofs to Anchors, 2nd Edition

(Copies available from American Institute of Steel Construction, One East Wacker Drive Suite 700, Chicago, IL 60601 or online at www.aisc.org)

AMERICAN SOCIETY OF MECHANICAL ENGINEERS

ASME B30.11-2004 – Monorails and Underhung Cranes

ASME Y14.24 - Types and Applications of Engineering Drawings (2004 edition)

ASME Y14.34M - Associated Lists (2008 edition)

ASME Y14.35M - Revision of Engineering Drawings and Associated Documents (2008 edition)

ASME Y14.100-2004 - Engineering Drawing Practices (2004 edition)

(Copies available online at www.asme.org or from the American Society of Mechanical Engineers, Three Park Ave., New York, NY 10016)

AMERICAN SOCIETY FOR TESTING AND MATERIALS

ASTM D3951-98 - Standard practice for Commercial Packaging

(Copies available from ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA 19428-2959)

AMERICAN WELDING SOCIETY

ANSI/AWS D14.2-93 – Specification for Metal Cutting Machine Tool Weldments

(Copies available from: American Welding Society, 550 N.W. LeJeune Road, Miami, FL 33126 or online at www.aws.org)

ASSOCIATED AIR BALANCE COUNCIL (AABC)

AABC Test and Balance Reports

(Applications for copies should be addressed to the Associated Air Balance Council 1518 K Street NW Washington, DC 20005)

INTERNATIONAL CODE COUNCIL

International Building Code (IBC) 2006

(Applications for copies should be addressed to International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, Virginia, 22041-3401)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA ICS-1 - Industrial control and systems general requirements.

NEMA ICS-2 - Industrial control and systems controllers, contactors, and Overload relays rated not more than 2000 volts AC or 740 volts DC.

NEMA ICS-6 - Industrial Control and Systems Enclosures.

NEMA MG-1 - Motors and generators errata August 12, 1999

NEMA MG-7 - Motion/position control motor controls, and feedback devices.

(Copies available from the National Electrical Manufacturers Association, 1300 N 17th Street, Suite 1847, Rosslyn, VA 22209)

NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB)

NEBB Test and Balance Reports

(Applications for copies should be addressed to the National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877)

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 13 – Standard for the Installation of Sprinkler Systems

NFPA 70 - National Electrical Code.

NFPA 70 E – Standard for Electrical Safety in the Workplace.

NFPA 79 - Electrical Standard for Industrial Machinery.

NFPA 91 – Standard for Exhaust Systems for Air Conveying of Vapors, Gases, Mists, and Noncombustible Particulate Solids.

(Copies available from the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269-101.)

SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA)

SMACNA 1922 – Rectangular Industrial Duct Construction Standards

SMACNA 1520 – Round Industrial Duct Construction Standards

(Copies available from Sheet Metal and Air Conditioning Contractors' National Association, 4201 Lafayette Center Drive, Chantilly, VA 20151 or www.smacna.org)

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)

SAE J792a – SAE Manual on Blast Cleaning

(Copies available from SAE World Headquarters, 400 Commonwealth Dr., Warrendale, PA 15096-0001 or online at www.sae.org)

2.3 Order of Precedence: In the event of conflict between the text of this Purchase Description and the references cited herein, the text of this document shall take precedence. However, nothing in this Purchase Description supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.4 Regulation Application: The listed documents in this purchase description are a minimal list but not limited to regulations for industrial safety pertaining to industrial equipment design, installation, construction and industrial facilities construction. Under no circumstance shall these regulations not be applied to the manufacture and installation of the equipment.

3.0 REQUIREMENTS:

3.1 General Information and Coverage: The Blast Room Facility herein referred to as blast room shall be of the contractor's design except as otherwise specified herein and shall be new, unused, and capable of performing its intended function in accordance with the operation and performance requirements specified herein. The blast room shall be designed to meet all applicable Occupational Safety and Health Standards (OSHA) standards per 29 CFR 1910. The existing booth uses 80 grit aluminum oxide.

3.1.1 Delivery: The contractor shall deliver the equipment specified herein within 140 calendar days After Contract Award (ACA).

3.2 Safety and Health Requirements: The equipment shall be equipped with safety devices such as covers and guards for hazardous mechanical and electrical components, safety interlocks, and safety warning devices. Safety devices shall be designed to protect personnel and equipment in accordance with OSHA standards 29 CFR 1910 and 29 CFR 1926 and construction and electrical standards specified herein. The equipment shall comply with applicable OSHA standards 29 CFR 1910.212 and 29 CFR 1910 Subpart "S" Electrical. Fire protection shall be provided as appropriate and in accordance with NFPA 13 and NFPA 91. All energy sources shall have an energy isolation device installed and designed to accept a lockout device. Other safety devices shall be provided as specified in other paragraphs of this specification. If any ladders are used the contractor shall comply with 29 CFR 1910.127, Fixed Ladders. During removal of the old equipment and installation of the new equipment the contractor shall comply with all applicable parts of the US Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1.

3.2.1 Human engineering. All operating controls shall be located convenient to the operator at a normal workstation. The equipment shall be ergonomically designed as to reduce/eliminate injury to the operator while performing the task. The equipment shall be designed and manufactured to minimize the possibility of human error and injury to ensure human/machine compatibility. All points of operation shall be easily accessible to the operator with minimal motion. There shall be no overextending conditions as to loading and unloading of work pieces that might cause back injury. Adequate access to support maintenance functions and maintenance personnel/equipment clearance to perform maintenance actions shall be provided as part of the installation. The equipment shall be designed so two (2) operators can perform all setup and blasting operations covered by this specification.

3.2.2 Audible Noise Levels: Audible noise emitted by the equipment shall not exceed 84dba at the operator's work position nor at any other point at a distance of three (3) feet from the equipment, as measured on the "A" weighted scale of a standard Type II sound level meter. All measurements shall be taken with the booth ventilation equipment fully operational and the blasting equipment non-operational.

The inspecting Quality Assurance Official shall determine the points of monitor at time of inspection, per OPNAVINST 5100.23 (latest edition).

3.2.3 Caution - Warning Plates: Corrosion resistant Caution or Warning plates shall be securely attached to the equipment in visible locations, with any safety precautions to be observed by the operator or maintenance personnel permanently marked on the plates at the points of Caution or Warning.

3.2.4 Prohibited Materials: Asbestos, mercury, lead, or polychlorinated biphenyl (PCB) shall not be used in any part or component of the machine.

3.3 Environmental Conditions: The equipment shall be designed and constructed such that, during the manufacture, operation, service, transportation, or storage of the machine and its components, the equipment shall not utilize or emit materials hazardous to the ecological system as prescribed by federal, state or local statutes in effect at the point of installation. FRCEASTINST 5090.1(latest edition) environmental compliance shall be followed.

3.4 Measuring and Indicating Devices: All measuring and indicating devices such as pressure gages, temperature indicators, and other similar devices used on the blast room shall be graduated in dual, English and metric units. Marking on all measuring and indicating devices shall be permanently and legibly engraved or etched on a non-glare background. All dials and other type indicating devices shall be securely mounted in place. Such devices shall be located so as to allow reading from the operator's normal position.

3.5 Interchangeability: All replaceable parts shall be manufactured to definite standards, tolerances and clearances in order that any such parts of a particular type or model can be replaced or adjusted without modification of the equipment.

3.6 Maintainability: The equipment shall be designed and constructed to permit maintenance personnel to easily and effectively service the equipment using a minimal number of tools. Consistent with required maintenance and design of the equipment, the contractor shall provide any special non-standard tools required to service the unit. Additionally, the equipment shall be equipped with access covers to facilitate inspection, cleaning and repair or replacement of parts.

3.7 Fabrication: The equipment shall be constructed of parts which are new, without defects, and free of repairs. The structure shall withstand all forces encountered during operation of the blast room to its maximum rating and capacity without permanent distortion or failure.

3.7.1 Reclaimed Materials: The equipment may contain reclaimed materials to the maximum extent possible provided such materials will not jeopardize the intended use, performance, or design life of the equipment. Reclaimed materials shall have been collected or recovered from solid waste and reprocessed to become a source of raw materials, as opposed to virgin raw materials. None of the above shall be interpreted to mean that the use of used, rebuilt, or remanufactured end products is allowed under this Purchase Description.

3.7.2 Welding, Brazing and Soldering: Welding, brazing or soldering shall be performed in accordance with standard commercial practice and employed where these operations are required in the original design. These operations shall not be employed as repair measures for defective parts. Welds shall be in compliance with ANSI/AWS D14.2-93. Any contractor that will be burning/welding/soldering will be required to obtain a permit from the MCAS Cherry Point Fire Department. The contractor will need to provide the person's name who will be performing the work, company name and have a contact number for the contractor performing the work. This shall be coordinated through the contracting officer.

3.7.3 Fastening Devices: All screws, pins, bolts, and similar parts shall be installed in such a manner as to prevent change of tightness. Those subject to removal or adjustment shall not be swaged, peened, staked or otherwise permanently deformed.

3.7.4 Castings and Forgings: All castings shall be free from blowholes, porosity, hard spots, shrinkage defects, cracks, and other defects. Forging shall be free from scale, inclusions, cold shuts, mismatching, and other defects. Strength and other essential properties of the castings and forging shall be adequate to meet the performance requirements specified herein. No process such as peening, plugging, or filling with solder or paste shall be used to reclaim any defective part.

3.7.5 Painting: The equipment shall be properly prepared, primed and painted in accordance with the manufacturer's standard commercial practice.

3.7.6 Surfaces: All surfaces shall be clean and free of harmful or extraneous materials. All edges shall be either rounded or beveled unless sharpness is required to perform a necessary function. The condition and finish of all surfaces shall be in accordance with the manufacturer's standard commercial practice.

3.7.7 Ventilation: The equipment shall be adequately cooled or ventilated to preclude premature deterioration of the equipment or any component thereof when utilized under the ambient and operating conditions specified herein. The equipment shall be capable of continuous, convenient, efficient, and safe operation in a normal factory environment, defined as ambient conditions of 20 to 100°F and 10 to 100 percent relative humidity non-condensing.

3.7.8 Marking on instruments, control panels, charts, and plates: All words on instruments, control panels, charts, and plates shall be in the English language. Characters shall be permanently marked in boldface on a contrasting background and shall be clearly and legibly marked for function and identification. All plates shall be corrosion resistant. The contractor shall follow the guidelines set forth in the NEMA and NFPA standards cited in Section 2.0 of the Purchase Description. All components shall be rated for industrial use in a harsh environment.

3.7.9 Manufacturer's Data: A metal nameplate, or other identifying means, shall be permanently attached to the machine, in a conspicuous location, legibly marked in the English Language.

3.7.9.1 Identification Marking of Military Property: The equipment shall be identified per DFAR 252.211-7003 and MIL-STD-130(latest Edition) and all applicable documents within the standard with Machine Readable Information (MRI) for item identification marking and automatic data capture. The application of Human Readable Information (HRI) shall be used in combination with MRI and free text.

3.7.10 Lubrication Chart or Plate: If any lubrication is required a lubrication chart or plate shall be permanently and securely attached to the machine. The following information shall include but not limited to and be furnished on the chart or plate: point of lubrication, service interval, type of lubricant and viscosity.

3.8 Electrical System and Control Panel: The electrical system shall conform to all applicable NFPA 79, 29 CFR 1910 Subpart S, NEMA MG-1, and MG-7 standards. The electrical system shall be designed to operate on 480 VAC, 3 phase, 60-hertz power. The system including all components shall be designed to operate with a +/- 10% variation in power source voltage, transformers may be used to protect the electrical variances. Surge protection shall be provided. The electrical system shall be complete. This shall include any motor circuit protectors, circuit breakers, switches, relays, starters and electrical transformer(s) that may be required to modify the existing source voltage to the proper operating voltage of the equipment. All components supplied within this Purchase Description (i.e., blast equipment and controls, booth infrastructure, reclaim equipment, waste disposal, ventilation) shall together be considered an "Industrial Machine" as defined by NEC Article 670. This Industrial Machine shall

incorporate over current protection in the form of a single fused and lockable disconnect properly sized for the machine. Sizing shall be determined by an approved method called out by the NEC.

3.8.1 Enclosures: Construction of the enclosure shall conform to NEMA ICS 6 standards. The enclosure shall be a NEMA type 12 and shall provide for ventilation of components and shall be designed for its location in the blast facility. All electrical components shall conform to applicable NEMA ICS 1 and 2 standards.

3.8.2 Motors: Motors shall be rated for continuous duty and shall have ball or roller bearings of the sealed and permanently lubricated type. All motors shall be totally enclosed.

3.8.3 Electromagnetic Radiation: Conducted and radiated electromagnetic interference shall be suppressed so normal operation of the machine and other adjacent electrical equipment will not be affected per FCC Part 18, Subpart A through C, EMI Regulation. Non-magnetic materials shall be employed where necessary to assure no interference with facility or equipment operations.

3.8.4 Control Hardware: All machine automation control devices such as PLCs, Operator Interfaces (excluding PC interfaces), and Motor Drives shall be from the current-production Allen-Bradley product lines.

3.8.5 Software: Operator interface programs shall be developed and run on current Rockwell Automation products such as FactoryTalk View. No software, including ladder logic, shall be password protected or otherwise closed or limited in any way. A full development-level edition of all PLC or interface software packages, such as RSLogix 5000 and FactoryTalk View, shall be provided at the time of final acceptance and shall be registered and licensed to FRC East. A "baseline" copy of all software, such as ladder logic and PanelView interface programs, for the automation equipment shall be provided to FRC East Plant Engineering Electrical Equipment Group and shall be fully accessible and modifiable by FRC East personnel. This baseline software will allow FRC East personnel to restore original software condition to the machine in case of hardware or software failure. All software (for example, RSLogix) and hardware (cables and expansion cards, etc.) needed for backup and restoration of machine to factory software specification shall be included and delivered to Plant Engineering Electrical Equipment Group at machine installation. All software provided to FRC East shall be licensed to FRC East. All ladder logic, interface applications, and other parameter and settings data necessary for machine recovery shall be provided to Plant Engineering Electrical Equipment Group either at machine installation or with final "As Built" documentation and drawings.

3.8.6 Grounding Systems: The contractor shall provide proper grounding in accordance with NFPA 70.

3.8.7 Emergency Stop Function: Emergency Stop Buttons shall be located appropriately to shutdown the system in case of emergency and operate to shutdown the system without causing personnel injury or equipment damage.

3.9 Blast Booth Components: The blast booth shall consist of at a minimum the enclosure, media recovery floor, reclamation and separation equipment, storage hopper, pressure vessel, electrical controls and dust collector. The contractor shall provide platforms and access ladders are required for routine maintenance activities. The blast booth and all associated equipment shall meet all applicable sections of SAE J792a, SAE Manual on Blast Cleaning and MIL-PRF-83756D, Performance Specification Blast Cleaning Machines.

3.9.1 Blasting Enclosure: The blast booth shall consist of a blast enclosure that is 16 foot wide X 40 foot long X 17 foot high and meet the following requirements:

- a. Sidewall panels and ceiling panels shall be a minimum of 10 gauge.

- b. One (1) set of swing doors, each door measuring a minimum of seven (7) foot wide by 17 foot tall, with spacer panels as required.
- c. Minimum of 18 ceiling or wall mounted fluorescent light fixtures. Fixtures shall be dust tight and rated for a blasting environment. At least one light switch shall be located outside the booth near the door in order to allow the lights to be blinked to get the operators attention.
- d. Four (4) 32W, T8 bulbs with electronic ballast per light fixture.
- e. Baffled intake plenums, appropriately mounted.
- f. Baffled exhaust plenum, end wall mounted.
- g. Two personnel access doors with view windows. Doors shall be on either end of the blast enclosure (i.e. one on the front swing doors and one on the back of the booth) and have emergency lighting and an emergency exit sign.
- h. OSHA safety interlock switches shall be provided on all doors.
- i. Audible / visible fire alarm notification located inside the booth and will be tied into and powered from the existing fire alarm panel. In the event of a fire alarm the booth shall shut down in order to allow the operator to see and hear the alarm.
- j. The contractor shall incorporate the existing hoist into their blast enclosure. If modification to the hoist frame is required the contractor shall be responsible.

3.9.2 Hoist: The contractor shall provide a bridge crane rated for at a minimum of 2000 pounds and meet the following criteria:

- a. All bridge crane components shall meet the hazard class of the booth.
- b. All bridge and hoist operations shall be air powered.
- c. If capacity allows hoist shall be a single chain fall.
- d. The Government desires the crane to be underhung and prefers the following types: Ingersoll Rand MLK and HLK Series Air Chain Hoist, Ingersoll Rand ARO Industrial Chain Hoist, Coffing CAH Large Frame Air Power Chain Hoist.
- e. The contractor shall submit their calculations and standards for sizing the structure as well as the hoist cut sheet for Government review.
- f. The contractor shall meet the requirements of the following standards in the design and selection of their bridge crane: UFC 3-32-07N, ASME B30.11-2004 and AISC Steel Design Guide for Industrial Buildings Roofs to Anchor Rods, Second Edition. In addition, the crane shall meet the requirements of Crane Alteration Request Number N3258A-07-002. A copy of this document can be obtained via the project manager.

3.9.3 Media Recovery Floor: The blast booth shall come with a full under floor media recovery system that meets the following requirements:

- a. Pneumatic with multiple trenches.

- b. No mechanical components shall be in the trench system inside the blast enclosure; all mechanical components shall be outside the enclosure.
- c. Floor system shall be self cleaning (i.e. the system shall completely pull out all media and waste for reclaim, blast personnel shall not have to clean out the floor).
- d. Stainless steel pans or plates to protect media from moisture contamination from the concrete.
- e. Floor shall be rated for a maximum uniform load of 500 pounds per square foot and maximum point load for a single wheel load of 10,000 pounds.

3.9.4 Reclamation and Separation: The blast booth shall have the appropriate accessories necessary for reclaiming and separating the good media from the spent media. The good media shall be sent to the storage hopper and the spent media shall be sent to a waste drum. Components could include but aren't limited to a cyclone separator, bucket elevator, magnetic separator, etc. The reclamation and separation shall also meet the following requirements:

- a. Shall have a minimum reclaim capacity of 1000 pounds per hour.
- b. Shall have a minimum duct transport velocity of 5000 fpm.
- c. Shall have a minimum dust to cloth ratio of 2.0.
- d. Fan housing shall be continuously welded heavy gauge steel.
- e. Fan shall be licensed to bear the AMCA seal for air performance.
- f. Fan static pressure shall be sized for the filter maximum allowable differential pressure.
- g. Fan damper and exhaust silencer for quiet operation.
- h. Appropriately sized Urethane recovery hose and all inter connections.
- i. Cartridge filters rated at 99.99% efficiency on 0.5 micron particles.
- j. HEPA filter rated for 99.97% efficient on 0.3 micron particles.
- k. Capable of accommodating a 55 gallon drum for disposal of waste.
- l. Automatic, field adjustable photohelic pulse cleaning control.

3.9.5 Storage Hopper: The blast booth shall have a dual outlet storage hopper with slide gates and feed chutes for feeding the pressure vessels. The minimum storage capacity shall be 36 cubic feet.

3.9.6 Pressure Vessel: The blast booth shall have two (2) pressure vessels, each with a minimum of 10.0 cubic feet of media capacity. The vessels shall also meet the following requirements:

- a. Each pressure vessel shall include a #8 double venturi blast nozzle and a 50 foot blast hose with associated couplings.
- b. Each vessel shall be ASME certified and rated for 125 psig operating pressure.
- c. Each vessel shall include a dual line pneumatic remote control (deadman).

- d. Each vessel shall have an OSHA safety interlock solenoid for all blast booth doors.
- e. All exhaust valves shall have a noise suppression device to minimize noise.
- f. Each vessel shall have a pressure regulator and 50 micron air inlet filter.
- g. Each blast hose shall include a pneumatic abrasive grit cut-off switch.
- i. Each nozzle shall have an hours meter to record operation time and shall work in conjunction with the Johnson Controls METASYS System as described in Section 3.9.9.

3.9.7 Electrical Controls: The blast booth shall have NEMA-12 electrical controls for 480 volt / 3 phase / 60 Hertz. Controls shall include motor controls for all motors, lighting controls, safety interlock circuit and all other required controls.

3.9.8 Dust Collector: The blast booth shall have an appropriately sized (based off the room size and the requirements of this Purchase Description) cartridge dust collector, which meets the following requirements:

- a. The industrial ventilation system ductwork shall meet the requirements of SMACNA 1922 and SMACNA 1520 for the applicable pressure class. The construction shall meet the requirements of the ACGIH Industrial Ventilation Manual.
- b. Continuously welded heavy gauge steel blower, air inlet plenum and seal kit.
- c. Photohelic controlled, field adjustable reverse pulse cleaning system.
- d. Slide gate and drum cover.
- e. Compressed air connection kit including ball valve, pressure regulator and filter.
- f. Provide a minimum of 100 feet per minute end-to-end cross draft in the blasting enclosure.
- g. Cartridge filters, each rated at 99.99% efficient on 0.5 micron particles.
- h. HEPA final filters, each rated for 99.97% efficient on 0.3 micron particles and filter gauge.
- i. Fan static pressure shall be sized for the filter maximum allowable differential pressure.
- j. Dust collector shall include explosion vents.
- k. Shall have a minimum dust to cloth ratio of 2.0.
- l. Fan damper and exhaust silencer for quiet operation.
- m. Shall have rotary air locks as appropriate.
- n. Dust collector shall have a ladder and access platform as required for maintenance of the unit as well as to facilitate changing of the filters.
- o. Dust collector shall be installed outside the building adjacent to the system. Since the dust collector and all of its components are located outside the building they should be designed and rated for outdoor use as well be suitable for operating in the following conditions: ambient

temperature range 20-100 degrees F, relative humidity 40-100% RH, and maximum wet bulb temperature of 100 degrees F.

3.9.9 Exhaust Venting: The contractor shall design and install the Blast Booth exhaust systems. Provide all engineering details, calculations and drawings with the Site Preparation and Installation Plan. The contractor shall provide exhaust piping material and exhaust piping size. The contractor shall provide all instructions to install the exhaust venting, venting material, which shall include pipe size, weights, dimensions, material, and calculations. A note shall be placed in the calculations that states the following “The exhaust system shown was designed for (Example: Varsol) contaminant, minimum control velocity (Example 2000) FPM hazard potential (A-D) rate of evolution (1-4).” The contractor shall provide, on the blast booth, a single point connection for the vent discharge. Design and install the ventilation discharge to eliminate re-entrainment of exhaust air into the existing rooftop heating, ventilation and air conditioning supply air intake. Install the exhaust vent piping through the roof to the exterior of the building. Roofline is approximately 30 feet above the finish floor. Refer to Par. 3.12.7 for rooftop modification compliance. The exhaust vent installation shall meet or exceed the current Department of Defense construction criteria as defined in UFC 1-200-01. The contractor shall use an offset stack and design the ventilation stack as identified in the ACGIH, “Industrial Ventilation, A Manual of Recommended Practice” current edition. All new industrial ventilation systems shall conform to UFC 3-410-04N. The duct construction and installation shall conform to SMACNA round industrial duct construction and SMACNA industrial duct construction standards. Where the air contaminant includes particulates that may settle in the duct, clean-out doors shall be provided in horizontal runs, near elbows, junctions, and vertical runs. The spacing of the clean-out doors should not exceed 12 feet for ducts of 12 inches diameter and less but may be greater for larger ducts. Removable Caps should be installed at all terminal ends and the last branch connection should not be more than six inches from capped ends. Where condensation may occur, the duct system shall be liquid tight and provisions made for proper sloping and drainage. Label the industrial ventilation system with the following vent number 1798-V15. Label the system in three locations. Exhaust hood inside the building, exhaust duct inside the building, and exhaust duct outside the building. Stencil on the system using black paint in block letter with a minimum letter height of three (3) inches. Locate the vent number so it is visible from the point of normal approach.

3.9.9.1 Test requirements: The contractor shall perform a test and balance for all new equipment and controls. Measure and adjust airflow at supply/return grills to obtain the airflow rates noted on the design drawings as provided in the Site Preparation and Installation Plan. The fan pulley, fan wiring, duct dampers, and supply/return grill dampers shall be adjusted to obtain the indicated flow rates. Adjust the outside air intake damper to obtain the flow rate indicated on the design drawing(s). Provide Test and Balance (TAB) reports in either Associated Air Balance Council (AABC) or National Environmental Balancing Bureau (NEBB) format. Systems shall be independently tested and reports must follow AABC or NEBB format.

3.9.9.2 Verification: When the industrial ventilation system installation is complete, contact the FRC East Project Manager to have the capture and duct velocities at the hood(s) verified. Make adjustments to dampers and the exhaust fan adjustable sheaves, in accordance with FRC East engineering guidance, to obtain the required capture or duct velocities noted on the contractor design drawing(s).

3.9.10 Differential Pressure Gauges: The new Blast Booth system controls and differential pressure gauge indicators shall be capable of directly interfacing with FRC East's existing Johnson Controls METASYS (FMS) system. Verification of new equipment shall be integrated into the existing Johnson Controls Metasys controls system. The contractor shall field verify the existing conditions to include the existing controls. Upgrade the existing controls graphics to match new Blast Booth equipment labeling. Controls graphics shall show the building and relative building locations of the equipment to closely match the drawings and As-built locations. The contractor shall install differential pressure gauges across all cartridge filter banks and all HEPA filter banks for each dust collector installed. The supplied gauges shall be capable of directly interfacing with the existing FMS System located at FRC East. The gauges shall be

digital and the Government prefers the Dwyers 616W gauge to match the existing gauges currently in use at the FRC East. The contractor shall provide all sensors and hardware to monitor all filter differential pressures, motor status and motor hours. The contractor shall run all wires as required for installing these gauges and connecting to the METASYS system. Johnson Controls point of contact is Ms. Heather Hogan at (910) 794-4320, e-mail heather.t.hogan@jci.com, and branch office (910) 799-2400.

3.9.11 Air Permitting: The Government will update the existing air permits but the contractor shall provide the following information to the Government for the air permit: all filter efficiencies, square feet of filter material, fan cfm, basic stack details (i.e. height, diameter, estimated velocity, temperature). This information shall be provided as soon as possible after contract award. If the contractor has not provided the information before the Post Award Conference (as outlined in Section 3.15) then the contractor shall provide the information at this time.

3.9.12 Breathing Air: A new breathing air panel is required. One (1) breathing air panel is allowed to service several areas provided the following are met: A "Point of Attachment" is provided at the location breathing air is to be used. An audible and visual alarm is provided at the location breathing air is to be used. The alarm shall signal any alarm that is generated at the breathing air panel. The piping between the breathing air panel and the "Point of Attachment" is allowed to be standard steel schedule 40 piping. The "Point of Attachment" will have a filter to remove moisture and oil that might be in the piping between the breathing air panel and the "Point of Attachment." The breathing air socket shall be a 1/4" Snaptite sockets to be used at all breathing air connection points. Additionally, the breathing air panel shall be large enough to provide, at a minimum, 30 CFM to each breathing air connection point. Each breathing air connection point shall be labeled "For Breathing Air Only." The interior of the blast booth shall be capable of supporting 4 breathing air point of attachment locations. The breathing air panel shall be mounted on the exterior of the new blast booth. The breathing air panel shall have a connection point to hookup a backup portable breathing air panel. The breathing air panel shall be explosion proof as per current FRC East standing for interchangeability.

3.10 Space Constraints: The blast booth shall be designed to require the minimal amount of floor space possible. The equipment shall be designed and positioned allowing access to all serviceable components. Available space for installation of the equipment is shown on FRC East drawing PE-20729F. Contractor shall supply footprint drawings of blast booth and all associated components to the government 90 calendar days prior to delivery. The existing blast booth has a two (2) ton hoist that is mounted on an independent support system. The contractor shall construct their booth around the existing two (2) ton hoist allowing the existing hoist to be used inside the new contractor supplied blast facility.

3.11 Standard Equipment: All standard equipment normally provided with the manufacturers' commercial blast booth shall be furnished (i.e. hand tools for daily operation and machine adjustment).

3.12 Installation: The Contractor shall be responsible for the complete design and installation of the equipment and utilities hook-up (from the point of connection to the equipment), i.e. "turnkey". The contractor shall locate the equipment to provide a minimum working clearance of three feet around the equipment and the immediate work area. Sufficient space between the equipment and the boundaries shall be provided as required for performance of normal maintenance functions. All electrical control and power panels shall be located so as to provide a safe working clearance immediately in front of the panel that is in compliance with paragraph 110-16 of the National Electrical Code (NFPA 70). All work shall be completed in strict compliance with the articles and requirements of the "National Electrical Code", NFPA-70, current edition. All installed wiring shall be properly sized stranded copper wire. Each circuit shall have an equipment grounding conductor installed. An installed conduit run shall not be considered to meet the requirement for an equipment grounding conductor. Each 120 or 277 volt circuit shall have a separate grounded conductor (neutral). No shared neutral conductors shall be permitted under any circumstances. All switches, receptacles and other wiring devices shall be commercial grade or better. The Contractor shall contact the Plant Engineering Branch, Code 6.3.1 after completion of work for inspection and approval. The contractor shall also clean up and dispose of any and all waste that was generated in the installation of the equipment at the facility. Installation shall be completed no later than 160 calendar days ACA.

3.12.1 Soil Abatement and Disposal: All FRC East excavated soil not backfilled in the originating excavation must be analyzed in accordance with Marine Corp Air Station Cherry Point (MCAS CP) Environmental Affairs Department's (EAD) Standard Operating Procedure (SOP) prior to disposal. The excavated soil must be stockpiled in accordance with North Carolina Department of Environment and Natural Resources (NC DENR) Groundwater Guidelines until final disposal. If the soil is found to be positive for hazardous waste a contract modification will be made by the Government to pay the additional cost of the hazardous waste disposal. All costs (e.g., moving, storage, berming, testing, disposal) associated with dealing with the excess soil is the sole responsibility of the contractor. The choice of testing firm, disposer, and disposal site, likewise, are the sole responsibility of the contractor. For soil issues, contact FRC East @ 464-5315.

3.12.2 Removal/installation: The contractor shall be responsible for removal of the existing blast booth that is being replaced by the new blast booth. Although Government Hazardous Waste personnel will clean out the existing blast facility to include removal and disposal of the existing cartridge filters prior to arrival of the contractor, the contractor shall note that the existing blast facility is contaminated with lead, cadmium, and hexavalent chromium. Any other equipment that would impede removal/installation shall be the contractor's responsibility. Any equipment which will be moved temporarily for removal of the old blast booth or installation of the new blast booth machine shall be reinstalled to the same standards as outlined in this specification. The equipment that is temporarily moved shall be returned to the condition it was when originally moved, if the contractor damages the equipment during the move the contractor shall be responsible for repair. If during the move the contractor finds damage that was not due to the move the contractor shall inform the Project Manager within 24 hours. The removal of the existing equipment shall begin no sooner than 130 calendar days ACA.

3.12.3 Demolition and Disposal: The contractor shall be responsible for all demolition necessary for execution of this installation. The area shall be kept clean at all times to prevent Foreign Object Debris or Foreign Object Damage (FOD). The contractor shall be responsible for following the lockout tagout procedures for all equipment removed from service. If the contractor does not opt to offer a trade in value on the equipment as outlined in section 3.9.11 they shall move all removed components to the Hazardous Material Berm (Building 4466) which is located behind building 133. The contractor shall give the Hazardous Waste personnel a minimum of 24 hours notice prior to moving any equipment to the berm. This shall be coordinated with Gary Crossley (252-464-9297) and relocation of equipment shall be performed only on working days Monday-Friday, 6:30 AM to 3:00 PM, excluding holidays. The contractor shall limit the size of the components delivered to the berm to eight (8) foot cubed and 15,000 pounds unless prior arrangements are made with Gary Crossley for larger pieces. The contractor's demolition work shall be in accordance with EM 385-1-1, subpart 23, Demolition.

3.12.4 Facilities Preparation: The contractor shall provide, with the Facilities Preparation Instructions, detailed information concerning any equipment that applies a load to a facility structure, wall, or roof within 30 calendar days after contract award. The government will review calculations and drawings.

3.12.5 Compressed Air: The contractor shall connect the blast booth to the existing compressed air system at FRC East, Cherry Point. The contractor shall reconnect to either the overhead 3" line or the 1 1/2" drop compressed air piping shown on FRC East drawing PE-20729F. 3" line is overhead which is approximately 25 feet above the finish floor and the 1 1/2" drop is within 4 feet of the existing reclaimers. Install all new piping parallel and perpendicular to the building structure. New piping installation shall not block or restrict any existing or new equipment operation or maintenance access. Provide all engineering details, calculations and drawings with the Site Preparation and Installation Plan submittal. Provide all details to install the compressed air piping, which shall include pipe size, piping material, weights, dimensions, calculations etc. Provide detailed information as to the blast booth required SCFM (Volumetric Flow Rate at standard conditions), pressure (psi), cleanliness and dryness for the compressed air. The contractor shall provide all compressed air requirements, materials and equipment with the Site

Preparation and Installation Plan. The piping installation shall meet or exceed the current Department of Defense construction criteria as defined in UFC 1-200-01.

3.12.5.1 Compressed Air Shutoff Valve: The contractor shall provide a single point connection to the blast booth with a lockable shutoff valve.

3.12.5.2 Compressed Air Quality: The contractor shall make provisions to filter, dry, humidify, lubricate, amplify, and regulate the existing FRC East facility compressed air to meet the new Blast Booth manufacturer's compressed air quality requirements and recommendations. The existing compressed air pressure available is normally 80 psi but will fluctuate between 75 psi to 100 psi. Due to age and condition of the existing piping, the existing air quality is unknown. The contractor shall assume that all compressed air qualities to be of the lowest quality that is useable as compressed air. The contractor shall design the proper stages in filtration to minimize pressure drop across all filters. All filtration used shall be monitored by a differential pressure gauge with color indicators. The contractor shall install adequate coarse and fine filtration for particle removal. The contractor shall install adequate filters, separators, and dryers to remove moisture, water particulates, water and water vapor. The contractor shall install adequate filters, separators, and dryers to remove oil vapor and fine aerosols. Additionally, the contractor shall design and protect the new blast booth equipment from any wet saturated compressed air conditions because on occasion, the FRC East may experience a catastrophic compressed air dryer failure at the central plant compressed air location.

3.12.5.3 Compressed Air Piping Cleaning and Flushing Procedures: Before jointing and erection of piping or tubing, thoroughly clean interiors of new pipe sections, tube, and components. In steel pipe, loosen scale and other foreign matter by rapping sharply and expel by wire brush and swab. Blow out both steel pipe and copper tube and components with compressed air at 100 psig or more. Maintain cleanliness by closure of pipe/tube openings with caps or plugs. Before making final terminal connections, blow out complete system with compressed air at 100 psig or more.

3.12.6 Fire Sprinkler: The Blast Booth shall have sprinkler heads installed in accordance with UFC 1-600-01 and NFPA 13. If a conflict exists between UFC 1-600-01 and NFPA 13, UFC 1-600-01 shall take precedence. Sprinkler piping and sprinklers shall be installed to provide a single point connection. Location of the single point connection shall be coordinated with the installation contractor. Obtain approval from MCAS Cherry Point and FRC East for all safety, and environmental related modifications. Obtain approval from MCAS Cherry Point Authority Having Jurisdiction (AHJ) and Naval Facilities Engineering Command (NAVFAC) Mid-Atlantic (MIDLANT) for all fire protection related modifications.

3.12.7 Roof Penetration: The contractor shall maintain roof warranty. All roofing work shall be coordinated with the roof manufacturer and the FRC East Project Manager before modifying the roof or installing equipment on the roof. A new roof system is scheduled to be installed starting in October 2010 the roof will be under warranty and will be a 2 ply modified bitumen type roof system. All new roofing modifications shall be designed per manufacturer's approved roofing details and coordinated with the manufacturer. All roofing work shall be performed by a contractor that is approved by the roofing manufacturer, MCAS Cherry Point Facilities Engineering Department Architectural Division Office and the FRC East. The contractor shall not transport any loads across building roofs without prior approval of a contractor supplied rigging plan. Contact the contracting officer for coordination with the Marine Corp Air Station (MCAS) Cherry Point engineering office. Provide structural calculations for all roof weight additions. The roofing manufacturer's approved roof details shall be shown. Coordinate with and secure the approval of the MCAS Cherry Point Facilities Engineering Department Architectural Division office, on roof loading and roof details to be included in the design package, before delivering the Design Submittals. The installation shall meet or exceed the current Department of Defense construction criteria as defined in UFC 1-200-01. All external portions of the Blast Booth system including roof penetrations,

curbs, flashing, and tie downs shall be designed to withstand sustained wind loads of 128 mph. All roof mounted equipment shall meet the structural requirements for wind loads (128 mph) according to UFC 3-310-01 and IBC 2006. Design all equipment affected by the roofing replacement to meet this minimum code requirement. If the contractor does not use all existing roof penetrations, the contractor shall seal and repair the unused openings per the referenced documents.

3.12.8 System Shutdowns: The contractor shall request in writing, at least one week in advance, of the need to have the Government shutdown and/or drain existing equipment associated with any system to be modified. The contracting officer and the contractor shall mutually agree upon shutdown dates and times. If a system change requires a change to a fire protection system, then the contractor shall request in writing, at least two weeks in advance, of the need to have the Government shutdown and/or drain an existing fire protection system to allow the contractor to perform the required system modifications. The contractor's request should include a specific day for the system to be shutdown and how long the shutdown will last. The contractor shall coordinate these shutdowns with the contracting officer. The contractor shall at no time shutdown or drain any fire protection sprinkler systems without notifying the contracting officer. The Government will shutdown and/or drain any fire protection sprinkler systems required by this Purchase Description. The contractor shall follow the standard practice of Lockout/Tagout procedures as identified in Title 29 CFR 1910.147, The Control of Hazardous Energy (lockout/tagout) and Title 29 CFR 1910.332, Electrical-Safety-Related work practices as prescribed by OPNAVINST 5100.23G, Chap 24.

3.12.9 Lead and Asbestos Testing: The contractor shall conduct an on site survey for lead and asbestos containing materials. Coordinate with the Contracting Officer. The inspection shall be performed by a North Carolina Accredited Asbestos Inspector who shall identify any suspected material that appears to be involved in the project. Assume the presence of asbestos and lead paint is a possibility and be prepared to do some sampling and analysis. The contractor shall schedule the inspection such that it occurs during the field investigation work, so that the contractor can assist and coordinate the effort. Provide a signed report certifying the inspection. State the findings of the inspection and state if the area appears to be asbestos free or present the results of the sampling and analysis. The report shall be certified by the Asbestos Inspector and include the Inspector's certification number. Show locations of any samples taken in the report and on the demolition plans. If either of these two substances are found in areas that will be disturbed by the construction, and will pose a health and safety threat, the contractor shall notify the contracting officer for direction to either abate those areas or to avoid the areas. The contractor will not be required, in this contract, to abate the areas. A separate contract will be established to handle abatement.

3.12.10 Installation Responsibilities: The contractor shall be responsible for, but not limited to, the following:

- a. Removal of existing blast booth and components.
- b. Providing machine foundation if existing foundation is not satisfactory for quoted equipment.
- c. The contractor shall furnish all labor and material handling equipment for unloading, receiving, storing, handling, uncrating, inspecting, checking, cleaning, assembling, rigging, and installing equipment in its proper location, complete with accessories, in satisfactory operational condition. All unloading, handling, and moving shall be performed to preclude damage to materials, equipment, and building facilities. The Contractor shall NOT, at anytime, borrow or use any FRC East tools, equipment or weight handling equipment (i.e. hoists, forklifts).
- d. Furnish all labor and materials to connect the blast booth to the existing electrical bus duct. The installation shall be accomplished using materials and wiring methods required by NFPA 70.

- e. The contractor shall supply all tools and equipment to provide services required in this specification. The contractor shall NOT, at anytime, borrow or use any FRC East tools or equipment. This includes forklifts, ladders, man lifts, motorized lifts, cranes, and electric carts.
- f. Providing and charging all systems with fluids in accordance with manufacturer's instructions (all fluids shall be accompanied with a MSDS Sheet).
- g. Abide by all NFPA 70E regulations.
- h. When bringing in a mobile crane or boom truck for lifting, it must be inspected before any lifts are performed. The Resident Officer In Charge of Construction (ROICC) Office performs crane inspections. The ROICC will issue a Certificate of Compliance after the crane is successfully inspected. The contractor shall be responsible for contacting the ROICC crane inspector to schedule the inspection(s). The contractor will need to provide the building number and work area for the location of the lifting equipment. Contact the contracting officer for contact information.
- i. Provide air monitoring if engines powered by propane or diesel fuel, are used within the FRC East buildings. Gasoline engines shall not be operated inside any building at the FRC East at any time. Carbon Monoxide (CO) concentrations shall be continuously monitored if diesel or propane-powered equipment is to be used indoors. The contractor must provide a written plan for controlling potential hazards. For additional information or questions please contact the FRC East safety office POC Kadi Moffitt at 252-464-5164.
- j. Contractor shall be responsible for obtaining all hot work permits (required for any onsite welding) from the Marine Corps Air Station Cherry Point Fire Department.
- k. Maintain existing exit access, exits and exit discharges around the job site to the fullest extent possible.

3.13 Government Responsibilities:

- a. Provide material (i.e. components to blast) required for the performance testing at government facility.
- b. Provide the following utilities: shop air - 20 scfm at 90 psig clean dry -20 to 0 degree dew point (if 100% dry air is required the contractor shall supply a dedicated air dryer that shall be selected and sized to operate and perform efficiently at the extreme low range as well as at the high end range of use.) and electrical power – 480 VAC, 3 Phase, 60 Hz, 3 wire configuration. The amperage is not limited but any amps required above the capacity of the existing booth shall be the contractor's responsibility to provide. The existing utilities are connected to the current booth. Upon removal of the existing booth the contractor shall terminate the utilities and then use these same hook ups to attach to their new booth.
- c. Provide a staging area for loading and un-loading of supplies and equipment. Staging area will be as close to the work site as possible.

3.14 Documentation: The contractor shall provide documentation as listed below. Point of contact for deliverables is:

Fleet Readiness Center East,
Code 6.3.1
Attn: Bryan Greene
PSC Box 8021
Cherry Point, NC 28533-0021

Or send electronic copies to bryan.r.greene@navy.mil.

3.14.1 Operation and Maintenance Manuals. The contractor shall provide three (3) hard copies of the Operation and Maintenance Manual and one (1) electronic copy on CD-ROM readable with Adobe PDF or Microsoft Word. The operation manual shall describe step-by-step how to energize, turn on, warm-up start-up, test and shut down the equipment. The operation manual shall identify all inputs and indications required prior to and during start-up of the equipment. The maintenance manuals shall include information on diagnostic, periodic, and preventive maintenance of the equipment. This shall include lubrication, inspection, removal and replacement of system components. Documentation shall include at a minimum, Operations, Installation, Maintenance, Calibration, Preventive Maintenance, Lockout/Tagout Procedures, Illustrated Parts Break Down, Recommended Spare Parts List, Vendors Literature, Mechanical Design Drawings, Pneumatic Schematics, Electrical/Electronic Schematics and all subcomponent cut sheet documentation. All technical data and documentation furnished shall be written in the English language. Supplemental manuals or copies of this manual shall be provided during training on the materials presented to demonstrate how to use the manual to perform maintenance on the system. The first submission shall be delivered 30 days prior to shipment of the equipment. The government will review and provide comments. The final submission shall be delivered with the equipment at the start of the equipment installation. Contractor format is acceptable upon review by the government.

3.14.2 The Control of Hazardous Energy (Lockout/Tagout): A written procedure for locking out all energy sources shall be provided in accordance with 29 CFR 1910.147. The written procedure shall be provided to the Government 30 days prior to delivery of the equipment for Government review. The Government will review and provide comments. Final copies shall be delivered with the equipment (140 days ACA). The contractor shall submit electronically as a Microsoft Word *.doc file. Printed copies shall be a part of the operation and maintenance manual.

3.14.3 Calibration Procedures: Calibration procedures for each component requiring calibration or verification shall be provided to the government. The calibration procedures shall be specific to include all ports, with port numbers, to which calibration equipment is attached as well as all electrical connections with the connector plugs and pin numbers listed. Tools, fixtures, and or jigs, which may be required to perform calibration, shall be furnished with the equipment. All calibrated systems shall have certificate of calibration traceable to National Institute of Standards and Technology (NIST). A draft copy shall be submitted NLT 60 days prior to delivery of the equipment. The government will review and provide comments. Final copies shall be submitted 30 days prior to delivery of the equipment to the Government facility. The contractor shall provide calibration procedures per, as specified in NAVAIR 17-35TR-04, Requirements for Preparation of Instrument Calibration Procedures (ICP). The contractor shall submit the calibration procedure as a Microsoft Word *.doc file.

3.14.4 Plan of Action and Milestones. The Contractor shall provide a Plan of Action and Milestones (POA&M) report to identify Contractor performance dates of all major events from contract award to completion of contract requirements. The report shall be reviewed by the Government. The milestones shall be prepared using a recognized project management technique (preferably Microsoft Project). The Government and the Contractor shall review the report on a monthly basis. The Contractor shall notify the Government prior to making any changes to the POA&M. All changes to the POA&M must be approved in advance by the Government. The POA&M shall detail such items as system design concept, system development, software design concept, software development, engineering, procurement of major hardware, assembly, operational debug, factory acceptance, shipment, installation, and site acceptance test. The contractor shall provide a management report monthly which shall include status of the project. Electronic submittal is acceptable. The final proposed POA&M shall be provided to the government no later than 30 calendar days ACA.

3.14.5 Site Preparation and Installation Plan. The contractor shall prepare a site preparation and installation plan for the equipment. The plan shall include the contractor's recommendations regarding site preparation, i.e. floor plan layouts, and equipment locations. Particular attention is to be given to utility service requirements and location. The contractor shall provide the site preparation and installation plan

in accordance with DI-MGMT-80033 format. The plan shall be delivered to the Government 60 days prior to shipment of the equipment. Electronic delivery is acceptable.

3.14.6 Acceptance Test Plans. The contractor shall provide plans for performance of a Pre-shipment Acceptance test to be conducted at the contractor's facility, and a Final Acceptance Test Plan to be conducted at FRC East. Electronic submittal is acceptable. Format shall be in accordance with DI-QCIC-80553. The contractor shall provide a Final Acceptance Test Plan (FATP). The Plan shall include the contractor's detailed approach for testing and verification of the equipment in accordance with Section 4.0. The FATP shall include the Final Acceptance Test (FAT) that will verify the contractor's compliance with each of the government requirements. The FAT shall include testing of the Blast Facility, Software, and all associated Components and Devices as specified by the government. Submit draft of Final Acceptance Test Plan NLT 30 days prior to the start of final acceptance testing. Government will review and provide comments. The final plan shall be delivered no later than 15 days prior to the start of Final Acceptance Testing.

3.14.7 Engineering Documentation. The contractor shall provide complete drawings for the blast room, including a Block Diagram, Pneumatic Flow Diagram, Physical System Layout, Pneumatic Schematics, Electrical/Electronic Schematics, and Mechanical Drawings. All diagrams shall be cross-referenced to each other, and include component, identity, locations, and I/O channels entry points. The document shall further break down the system diagrams into component schematics, I/O channel signals, power distribution, and wiring connections. Wiring tables shall be provided for all plugs, jacks, and terminal boards with their associated signal designation. The document shall provide a list of all switches, relays, indicators, valves, and controls and how it relates to the above diagrams and their locations. Supplemental manuals or copies shall be provided during training on the materials presented to demonstrate how to use the manual to perform signal tracing on the system. The contractor shall provide an electronic copy of all mechanical drawings compatible with version 08.05.02.27 of Bentley's MicroStation CAD software. The mechanical drawings shall provide detailed materials and design specifications used in the manufacture of the blast facility. All manufactured components shall have a set of complete drawings. Within each drawing there shall be the Drawing Number, Part Number, Bill of Materials, all views required to manufacture the component, material, current revision of the drawing, and finish requirements. The contractor shall apply ASME Y14.100-2000 "Engineering Drawing Practices" drawing standards and DI-SESS-81000C format. The drawings shall be included as part of the contractors normal drawing submission. Submit initial draft Technical Data Package (TDP) drawings during the Post Award Conference. Government will review and provide comments. Submit final draft TDP drawings copies 15 days prior to Blast Facility Shipment. Government will review and provide comments. Contractor shall provide one (1) redlined "as built" TDP drawings showing changes or corrections that occurred during installation. Submit final copies of record TDP drawings NLT 10 days after installation complete. Submit one (1) copy of TDP product drawing as MicroStation .dgn or AutoCad .dwg files and two (2) "D" size printed copies.

3.14.8 Documentation Reviews. The purpose of the Joint Requirements Review shall be to review and comment on the contractors proposed solutions. Reviews are not approvals and are no way binding to the Government. However, it is in the best interest of the Government and the contractor to review the work periodically. This is intended to help eliminate potential problems before they have a chance to arise, or before much time, effort and cost is accrued. They are performed as a courtesy at various levels of depth. Acceptance of the equipment shall only be obtained through meeting the requirements of Section 4.0 of this Specification.

3.15 Post Award Conference (PAC): The successful contractor shall be required to attend a PAC at FRC East, Cherry Point, NC no later than 45 days after contract award (ACA). The Contractor shall be responsible for the meeting. The Contractor shall go over the details of the Purchase Description to show they fully understand the requirements and how they will meet the requirements. Discussion will include but not be limited to schedules, administrative procedures, space needs for equipment storage, access to facility, point of contacts, training schedule. Government personnel attending this conference will include but not be limited to contracting personnel, the

Contracting Officer's Representative (COR), plant engineers, maintenance personnel, and operators. Plan of Action and Milestone (POA&M) chart shall be submitted to the Government in hard copy and electronic copy in Microsoft Project format 15 days prior to the PAC. In addition to the PAC, the contractor shall also hold a design review during this meeting. This shall include presenting design details, drawings and all pertinent details as related to the equipment. If further reviews are required it will be determined during the PAC.

3.16 Warranty: The equipment shall come with a manufacturer's standard commercial warranty beginning at the completion of final acceptance of equipment at FRC East, Cherry Point, NC. The government desires a warranty that will cover all parts, labor and travel for a minimum of one (1) year with no hourly limit.

3.17 Personnel and Training: The contractor shall furnish the services of a competent instructor to provide full instruction to designated personnel in the adjustment, operation, maintenance, and pertinent safety requirements. The instructor shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory, as well as practical operation and maintenance work. Instruction shall begin within 5 days after equipment is accepted and turned over to FRC East for normal operation and shall be completed within 180 days ACA. Training shall be conducted at FRC East, Cherry Point, North Carolina. Training shall thoroughly familiarize the class with the operating and maintenance procedures of the equipment. All materials, manuals, tapes, data, etc., shall be contractor furnished. The government reserves the right to videotape the training sessions for future use in training additional personnel.

3.17.1 Training shall be provided for a maximum of 12 personnel as follows:

- a. Two (2) equipment engineers/engineering technicians
- b. Four (4) operators
- c. Two (2) electrical technicians
- d. Two (2) mechanical technicians
- e. Two (2) calibration technicians if equipment includes components which require calibration.

3.17.2 Engineer/engineering technician training shall be for a minimum period of two (2) consecutive eight-hour days. Training shall include basic system operation, programming and maintenance.

3.17.3 Operator training shall be for a minimum period of three (3) consecutive eight-hour days and shall thoroughly familiarize the operators with the basic operating procedures for all systems and phases of the control system and programming.

3.17.4 Maintenance training shall be for a minimum period of two (2) consecutive eight-hour days. Maintenance training shall include, where applicable, mechanical, pneumatic, electrical, and electronic instruction for the equipment, its components and controls. Audio visual aids provided for training shall place emphasis on the equipment and shall in no way take the place of complete maintenance manuals for both the equipment and the controls.

3.17.5 Mechanical and pneumatic maintenance training shall include at least the following:

- a. Review mechanical and pneumatic schematics and drawings.
- b. Component location and function.
- c. Troubleshooting procedures and techniques.
- d. Repair procedures including disassembly and assembly.
- e. Systems maintenance and service.
- f. Adjustment - how, when, and where.

- g. Preventive maintenance procedures; including lubrication points, fluid type, recommended procedures and frequency.

3.17.6 Electrical and electronic maintenance training shall include, but not be limited to the following:

- a. Review the electrical and electronic systems drawings and wiring schematics.
- b. Troubleshooting procedures and techniques using diagnostics to locate the cause malfunction.
- c. The use of all diagnostic disks.
- d. Electrical and electronic equipment servicing and care.
- e. Procedures for adjustments (locating components, adjustments to be made, values to be measured, and equipment required for making adjustment.
- f. Maintenance and troubleshooting procedures for the controller.
- g. Circuit board repairs procedures where applicable (with schematics provided).

3.17.7 Calibration training if required shall include, but not be limited to, instruction on the calibration of any instrumentation that has a quantitative output or is a safety issue for the equipment.

4.0 QUALITY ASSURANCE AND ACCEPTANCE

4.1 Responsibility for inspection. The contractor shall furnish all material and equipment required for inspections and is responsible for the performance of all inspection requirements specified herein. The blast booth shall meet all requirements of Sections 3 and 4. The government reserves the right to witness or perform any of the inspection requirements of the Purchase Description when considered necessary to assure supplies and services conform to the contract requirements.

4.2 Quality conformance inspection. A quality conformance inspection shall be conducted prior to shipment of the blast room to the FRC East and again after installation of the blast room at the FRC East. Quality conformance inspection shall consist of the examination in paragraph 4.4 and the applicable tests in paragraph 4.5. Failure of an item to pass any examination or test shall be cause for rejection.

4.3 Examination. The system shall be examined for design, dimensions, construction, material, components, and workmanship to determine compliance with the requirements of the Purchase Description.

4.4 Tests. The test requirements below shall supplement, but shall not necessarily supersede or replace, the contractor's standard test procedure. The contractor's standard test procedure will be acceptable if the test procedure covers all the requirements specified herein. All tests shall be performed as described in contractor's Government reviewed acceptance test plans. The contractor shall furnish all instruments, programs, blast materials, and tools required to perform and evaluate these tests. The measuring instruments shall have evidence of calibration traceable to the National Institute of Standards and Technology (NIST).

4.4.1 Safety: The contractor shall conduct tests to assure that all safety features, including fail-safe devices, interlock switches, noise, grounding, power loss protection and other applicable items are installed and are functioning properly.

4.4.2 Pre-shipment Acceptance Test (PAT). A PAT shall be performed at the contractor's facility prior to shipment in accordance with the contractor's standard test procedures. The test shall include, to the extent possible at the contractor's facility, system and subsystem checks to ensure the operability of the blast booth components. This means that components that can be operated as stand alone components shall be operated and parts and components that cannot be operated as stand alone components shall be available for inspection. This inspection will be a visual inspection and review of the components as well as manuals and drawings. The Government

reserves the right to attend this factory testing session. All deficiencies noted during the PAT shall be corrected by the contractor at the contractor's expense. The contractor shall provide written notice to the government at least four (4) weeks prior to conducting pre-shipment inspection or performance tests in order to allow, at the Government's option, a representative of the requiring activity to witness the test. The PAT shall be conducted at the contractor's facility no later than 120 calendar days ACA.

4.4.3 Calibration. If calibration is required, calibration by government personnel will be performed on the equipment used in quantitative applications after installation is complete. Equipment found to be significantly out of tolerance shall be repaired or replaced by the contractor, at contractor expense, before final acceptance testing is commenced. A successful calibration shall be performed as a part of the Final Acceptance Test and shall be included in the FATP.

4.4.4 Final Acceptance Test (FAT). Final inspection and acceptance shall be after installation at the FRC East, Cherry Point, NC. Acceptance shall be determined by visual examination and all tests as specified in Section 4. The performance period for all acceptance testing shall be conducted during normal working hours (7:00 am to 3:30 pm), Monday through Friday and shall take no longer than a maximum of five (5) working days to complete. A FAT shall be performed in accordance with the contractor's standard operating test procedure runoff checks. The blast room shall be operated continuously for a period of not less than four (4) hours per day; this includes all blasting and reclamation processes. Should a malfunction occur, it shall be corrected and the operational test repeated until a full four (4) hours of running time is completed without a failure. The FAT shall show successful operation of all components of the blast room, including the blasting vessel and all parts of the reclaim. The operator shall be able to successfully strip shipping containers and the blast facility shall be able to recover all spent media and waste. Government supplied parts will be used for blasting. All blasting shall be witnessed by Government and contractor personnel. The contractor shall re-blast parts at the request of Government personnel. There shall be no breakdown or malfunction of the blast room which interrupts blasting or reclaim operation for more than four (4) hours and no more than two (2) breakdowns of four (4) hours or less are allowed within the five (5) day period. If the final acceptance test effort exceeds five (5) consecutive calendar days or if the cumulative down time exceeds the stated amount then all testing will be terminated until a written request for additional testing is submitted by the contractor and is acknowledged by the contracting officer. The contractor may request a maximum of two (2) additional test periods. Each additional test period shall consist of the complete test procedure as contained within the acceptance test plan. The FAT shall be completed no later than 170 calendar days ACA.

5.0 CONTRACTOR PERFORMANCE MILESTONES

- a. Final Plan of Action and Milestones: To be submitted no later than 30 calendar days ACA (in accordance with paragraph 3.14.4).
- b. Post Award Conference (at government's facility): To be conducted no later than 45 calendar days ACA (in accordance with paragraph 3.15).
- c. Engineering Documentation: Submit initial draft Technical Data Package (TDP) drawings during the Post Award Conference. Final draft TDP drawings copies 15 days prior to Blast Facility Shipment. Submit final copies of record TDP drawings NLT 10 days after installation complete (in accordance with paragraph 3.14.7).
- d. Facilities Preparation Instructions: To be delivered within 30 calendar days ACA (in accordance with paragraph 3.12.4).
- e. Footprint Drawings: To be submitted 90 calendar days prior to delivery (in accordance with paragraph 3.10).
- f. Operation and Maintenance Manuals: To be delivered 30 days prior to delivery of equipment (in accordance with paragraph 3.14.1).
- g. Lockout/Tagout: To be delivered with equipment 140 days ACA (in accordance with paragraph 3.14.2).

- h. Calibration Procedures: Draft copy shall be submitted 60 days prior to delivery of equipment; Final copy shall be submitted 30 days prior to delivery of the equipment (in accordance with paragraph 3.14.3).
- i. Site Preparation and Installation Plan: To be delivered 60 days prior to shipment of the equipment (in accordance with paragraph 3.14.5).
- j. Pre-Shipment Acceptance Plan: Draft of Final Acceptance Test Plan to be submitted 30 days prior to start of pre-shipment acceptance testing. Final Acceptance Test Plan shall be delivered 15 days prior to the start of Final Acceptance Testing (in accordance with paragraph 3.14.6).
- k. Removal: To begin no sooner than 130 calendar days ACA (in accordance with paragraph 3.12.2).
- l. Pre-shipment Testing/Acceptance contractor's facility): To be conducted 120 calendar days ACA (paragraph 4.5.2)
- m. Delivery of Equipment: No later than 140 calendar days ACA (in accordance with paragraph 3.1.1).
- n. Installation: To be completed no later than 160 calendar days ACA (in accordance with paragraph 3.12)
- o. Final Acceptance and Testing: To be completed no later than 170 calendar days ACA (in accordance with paragraph 4.4.4)
- p. Training: To be completed no later than 180 calendar days ACA (in accordance with paragraph 3.17).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
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Section F - Deliveries or Performance

1.0 PREPARATION FOR DELIVERY

a) MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)

- i) Each shipping unit or crate shall be clearly, legibly, and permanently marked to show destination, contract number, gross weight, and number of units or crates in shipment. Marking shall be in accordance with ASTM-D-3951-82 "Standard Practice for Commercial Packaging". Additional markings are stated below:

"NOT FOR OUTSIDE STORAGE"

"MARK WITH CONTRACT NUMBER"

2.0 PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS)

- a) All equipment shall be packed for shipment in a manner that will ensure acceptance by common carrier and safe delivery to the consignee. Containers and closures shall comply with Interstate Commerce Commission regulations, Uniform Freight Classification rules or regulations of other carriers as applicable to the mode of transportation.
- b) Preservation, packaging, and packing shall be in accordance with ASTM-D-3951-90, Standard Practice for Commercial Packaging.

3.0 PROHIBITED PACKING MATERIALS

- a) The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper, and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

4.0 PACKING LIST

- a) In accordance with Military Standard 129, a packing list shall be included inside and attached to the outside of each box or container packed with unlike items where full description of the contents is not authorized or cannot be shown on the container. No packing list is required for containers having like items. The packing list will contain the following information:
 - i) Package number and set number (if any) of the container;
 - ii) A list of contents including quantity by item, item description, stock number or part number, type and size, condition of material, unit of issue if other than each, and reference publications and dates of issue when applicable; and
 - iii) Other information in sufficient detail so that the article can be replaced.

5.0 HAZARDOUS MATERIALS

- a) Packaging, packing, marking and labeling of hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD 129 and all applicable government and carrier regulations in effect at time of shipment.

i) TYPE OF SHIPMENT	APPLICABLE REGULATION
ii) 1. Domestic	A
iii) 2. Domestic Air Commercial	A, B, C
iv) 3. Domestic Air Military	A, F
v) 4. Export Surface	A, E, G
vi) 5. Export Air Commercial	A, D, G
vii) 6. Export Air Military (MAC)	F, G

6.0 LIST OF REGULATIONS

- a) Code of Federal Regulations Title: 49 Transportation Parts 100-199
- b) Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- c) Official Air Transport Restricted Articles Circular No. 6-D
- d) International Air Transport Association Restricted Articles Regulation
- e) International Maritime Dangerous Goods Code
- f) Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
- g) Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

7.0 DELIVERIES OR PERFORMANCE

- a) PLACE OF PERFORMANCE: Installation and training shall be performed at the Fleet Readiness Center East, MCAS Cherry Point, NC.
- b) PLACE OF DELIVERY (DESTINATION): All supplies, materials, and documentation to be furnished hereunder shall be delivered, FOB Destination, all transportation charges paid by the contractor, to:

Fleet Readiness Center East
MCAS Cherry Point, NC 28533-0021

- c) REQUIRED DELIVERY DATES
 - a. Delivery/Installation of the Aluminum Oxide Facility Room – All requirements (to include media recovery floor, pneumatic recovery system, storage hopper, blast pressure vessel, dust collector, design, manufacture, delivery, installation, testing, acceptance, training, removal of existing booth) shall be completed within 180 calendar days from date of contract award in accordance with the Government approved POA&M.
- d) DOCUMENTATION: All documentation/deliverables shall be delivered in accordance with the requirements of the Specification.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	140 dys. ADC	1	FLEET READINESS CENTER EAST RECEIVING OFFICER BUILDING 159, BAY DOOR "R4" CHERRY POINT NC 28533 252-464-8312 FOB: Destination	N65923
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CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

1.0 CONTRACT ADMINISTRATOR FOR THE GOVERNMENT

a) The following representative of the Contracting Officer shall be contacted for contract administration purposes:

NAME: Willie Humphey CODE: SUL/1D
TELEPHONE: (252) 466-6279 DSN: 582-6279
e-mail: willie.humphrey@usmc.mil

2.0 COMMUNICATIONS

a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and is signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this contract.

c) A Contracting Officer for the Marine Corps Air Station, Cherry Point, NC is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding, provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than a designated Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made.

d) The contact information for the Contracting Officer is:

Name: John K. Lawrence
Address: Contracting Department
 Supply MCAS
 PSC Box 8018
 Cherry Point, NC 28533-0018
Phone: (252) 466-2846 or (DSN) 582-2846
e-mail: john.lawrence@usmc.mil

3.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

a) The COR for this contract is:

b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order).

c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. The contractor under such direction shall take no action until the Contracting Officer (or Ordering Officer) has

issued a modification to the contract (or delivery order) or has otherwise resolved the issue

*To be determined at time of contract award.

4.0 CONTRACT FINANCING

a) Contract Financing in the form of Commercial Interim payments will be allowed in accordance with FAR Subpart 32.2 and FAR Clause 52.232-29 “Terms for Financing of Purchases of Commercial Items” (FEB 2002), incorporated herein by reference. In the event of a conflict between the terms of the amendment to this clause stated below and the original clause incorporated by reference, the terms of this amendment shall govern.

b) Interim payments shall be made only for supplies and services completed and accepted by the Government in accordance with the terms of the contract.

c) The method for computing financing payment amounts, as well as the specific conditions of contractor entitlement to these financing payments, are set forth in the chart below. The contractor shall grant the Government access to information and/or facilities, to the extent access is necessary, for the purposes of verifying the contractor’s entitlement to payment of contract financing.

d) The Contracting Officer may determine that the contractor’s financial condition constitutes adequate security for commercial contract financing payments. However, the Contracting Officer may always exercise the Government’s rights to require other security under paragraph (c) of the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items, should that financial condition become inadequate security.

e) Liquidation of contract financing payments shall be on the same basis as the computation of contract financing payments; that is, financing payment computed on a whole contract basis shall be liquidated on a whole contract basis; and a payment computed on a line item basis shall be liquidated against that line item. If liquidation is on a whole contract basis, the contracting officer shall use a uniform liquidation percentage as the liquidation method, unless the contracting officer obtains the concurrence of the cognizant payment office that the proposed liquidation provisions can be executed by that office, or unless agency regulations provide alternative liquidation methods.

f) Payment will be allowed upon completion of the following events in amounts equal to the percentage of the total fixed price as indicated below. The contractor’s requests for contract financing payments may be submitted no more frequently than monthly and shall contain the information set forth in paragraph (e) of the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items.

RECOMMENDED CONTRACT FINANCING PAYMENTS

Event Milestone/ Description	%	Accomplishment	Method of Verification	*Payment Amount	*Cumulative Amount
POA&M submission and design review at Post Award Conference	10%	Completion and Acceptance per paragraph 3.14 and 3.15 of the specification	Email from COR to CO verifying acceptance.		
Pre-shipment Acceptance Test (PAT)	25%	Completion and acceptance per paragraph 4.5.2 of the specification.	Email from COR to CO verifying acceptance.		
Delivery of	35%	Completion and	Email from		

Blast Booth equipmnet to FRC East Cherry Point		acceptance of delivery per paragraph 3.1.1 of the specification.	COR to CO verifying acceptance.		
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*To be determined at time of contract award.

Special Note: Contract Financing payments will be authorized for 70% of the total contract value as shown above. (TBD). The remaining 30% (TBD) balance of the contract value may be invoiced after completion of all remaining contact requirements including Installation, Final Acceptance Testing, training, submittal of all remaining documentation, and satisfactory completion of all punch list items.

5.0 CERTIFICATION OF CONTRACT FINANCING PAYMENTS

The following certification shall be provided with each request for contract financing payment:

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

- (1) This request for contract financing payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____ ; and
- (5) After the making of this requested financing payment, the amount of all payments for each deliverable item for which financing payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

5252.232-9650

5252.232.9650 USMC WIDE AREA WORKFLOW IMPLEMENTATION (JUL 09)

To implement [DFARS 252.232-7003](#), " ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at [DFARS 252.232-7003\(c\)](#) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.

The USMC WAWF-RA point of contact (POC) for this contract is * _____ and can be reached at * _____ via e-mail to * _____.

The contractor is directed to use the "**Combo**," format when processing invoices and receiving reports (Choose the appropriate format based on the following: "Combo" is used for goods or any combination of goods and services. "2-in-1" is used for services only contracts. "Cost Voucher" is used for all Cost-type contracts. In most cases these formats are the appropriate choices and the USMC recommended method. However, particular situations may require different WAWF-RA document types. When this occurs, the Contracting Officer should replace "Combo," "2-in-1," or "Cost Voucher" with the correct format in the designated space).

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

(Contracting Office should fill in the following table at time of award to assist contractor with entering data in WAWF-RA)

Contract Number	*
Delivery Order	N/A
Cage Code/Ext	*
Pay DoDAAC	HQ0251
Issue Date	*
Issue By DoDAAC	M00146
Admin By DoDAAC	M00146
Ship To Code/Ext	N65923
Ship From Code/Ext	N65923
LPO DoDAAC	N65923
Acceptor Email Address	*
Inspect By DoDAAC/Ext	"Leave Blank" (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

* To be provided at contract award.

When preparing invoices the "PrePop" option should always be used when available. If this is an initial invoice, the "PrePop" option will not be available and the contractor must enter the fields found in the table above. When "PrePop" option is used, the contractor shall verify those DoDAACs automatically entered by the WAWF-RA system to ensure they match the above information. If these DoDAACs do not match, then the contractor shall fill in the correct the field(s) and notify the Contracting Officer that a discrepancy exists.

For assistance with invoicing, refer to the WAWF Software User Manual which can be accessed by logging into WAWF, then scrolling on the left side of the screen, and selecting "Software User Manual." Once opened, from the pop-up window, select "invoice" for a general overview on invoicing procedures. Additional guidance on creating a Combo or a 2n1 invoice is also located in the Software User Manual.

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work

email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to who questions are to be addressed.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.204-7006

Billing Instructions

OCT 2005

Section H - Special Contract Requirements

Section H - Special Contract Requirements

1.0. CERTIFICATE OF INSURANCE REQUIRED. In accordance with the clause entitled "Insurance – Work on a Government Installation" (FAR 52.228-5), the Contractor shall furnish to the Contracting Officer, a certificate or written statement of insurance prior to commencement of work under the contract. The contract number shall be cited on the certificate. The information shall be updated annually. The contractor shall comply with provisions and requirements as contained herein:

(a) Required Insurance (IAW FAR 28.306 (b)): The contractor shall maintain insurance in the minimum amounts specified below and as required by FAR 52.228-5, Insurance – Work on a Government Installation", at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under this contract.

(i) Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a state, which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

(ii) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$100,000 per person and \$500,000 per occurrence shall be required on the comprehensive form of the policy.

(iii) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of the policy and shall provide injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

2.0 SAFETY REQUIREMENTS. The contractor and his employees shall become acquainted with and obey all Government regulations as posted and shall contact the Fleet Readiness Center East Safety Officer, telephone number (252)464-7015 or (252)464-7044, to ensure knowledge of Fleet Readiness Center 's safety regulations. In addition to any other provision or clause relating to safety included elsewhere in this contract, the contractor's performance will be subject to the following:

(a) Occupational Safety Health Act of 1970, Public Law 91-595 (84 stat. 1590) (OSHA), included herein by operation of law; and

(b) All rules and regulations of the Naval Aviation Depot and/or the Marine Corps Air Station as administered by the respective safety director.

(c) The contractor shall contact the Station Safety Director, Building 198, Telephone (252) 466-2730, prior to commencing any services hereunder which are to be performed on Government property at the Marine Corps Air Station, Cherry Point, NC.

3.0. PERMITS. The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required to perform work under this contract. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences and at other times as requested by the Contracting Officer.

4.0. EMPLOYMENT OF NAVY PERSONNEL RESTRICTED. In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations or policies might possibly be contravened and no appearance of a conflict of interest will result.

5.0. NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES.

(a) Pursuant to Navy policy applicable to both government and contract personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into government work areas. In furtherance of the Navy's Drug control Program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(i) Routine inspection of contractor occupied workspaces.
(ii) Random inspections of vehicles on entry or exit, with drug detection dog teams available to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(iii) Random inspections of personal possessions on entry or exit from the installation.

(b) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession, or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction. Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities. The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment. The removal of contractor personnel from a government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery, or other provisions of this contract.

6.0 CONTRACTOR ACCESS

Within thirty (30) days of contract award or at least 10 days prior to any contractor personnel visiting Cherry Point, the contractor shall provide the following information on all personnel that will be providing services aboard the US Marine Corps Air Station, Cherry Point, NC.

(1) A list of all employees including name, date of birth and mailing address should be mailed to: Contracting Officer, PSC Box 8018, Supply MCAS, Cherry Point, NC 28533-0018 (Attn: John Lawrence). A letter will be prepared by the Contracting Office and sent to the Pass and Identification Office where it will be kept on file and used as a check list when the contractor employees report to obtain their identification badges.

(2) Visit the following website for the latest information about visit requests to Fleet Readiness Center East: http://www.nadepcp.navy.mil/FRC_visitors.htm. In order to perform services aboard the US Marine Corps Air Station, Cherry Point, NC, each contractor employee shall be required to present the following information to the Pass and Identification Office:

a. Documentation of a criminal records check from the state or county covering the previous two years. Criminal records checks may be obtained from, but is not limited to the following sources: County Courthouse, Defense Security Service (www.dss.mil) and/or Infolink Screening Services, Inc. (www.infolinkscreening.com). Infolink Screening Services is listed as another possible source to obtain a criminal background check. The Government does not endorse nor is it affiliated with Infolink Screening Services.

b. Proof of immigration status. Acceptable documents include birth certificate, Immigration and Naturalization Service (INS) forms, and passports.

c. Proof of employment

d. Letter from contractor reflecting the contract number and term of the contract.

(3) If an employee is terminated prior to end of the contract, the contractor shall return the base identification card to the Contracting Officer.

(4) In no event will a contractor employee be permitted access to the US Marine Corps Air Station for the purpose of on-site performance without the documentation listed above. Failure to obtain this information will not result in extensions to contract start, delivery, or completion dates.

CLAUSES INCORPORATED BY REFERENCE

52.228-5

Insurance - Work On A Government Installation

JAN 1997

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	DEC 2009
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2009)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved].

(8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(9)(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.

(10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

(12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(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.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (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.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(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.

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (36) 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))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 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 (SEP 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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) Reserved.

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2009)

(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.

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 (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

- (11) ___ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) X 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) X 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.
- (24) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (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) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

ADDENDA TO 52.212.4

FAR Clause 52.212-4(a) is hereby amended to read as follows:

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (3) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- (4) For the purpose of this procurement, the Contracting Officer's Representative (COR) is the authorized representative for the Contracting Officer (for inspection and acceptance purposes).
- (5) Final inspection and acceptance will be at FRC-East, MCAS, Cherry Point, NC.

FAR Clause 52.212-4 (c) is hereby deleted and replaced with FAR 52-243-1 Changes -Fixed Price (AUG 1987)

FAR Clause 52.212-4 (j) is hereby amended to read as follows:

(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 the Government at the destination specified below, F.o.b. Destination.

(a) *Place of Delivery (Destination):* All supplies, materials, and documentation to be furnished hereunder shall be delivered, F.o.b. Destination, all transportation charges paid by the contractor, to:

FRC East, Cherry Point, NC

Section J - List of Documents, Exhibits and Other Attachments

Attachment 01: FRC East Drawing PE-20729F (Page 1 of 1)

Attachment 02: Questions and Responses from Draft Specification and Site Visit
(Page 1 thru 15)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

(List as necessary)

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

1) **NOTE REGARDING TERMS:** The terms “solicitation” and “offer” are used throughout this document, including in the clauses and provisions incorporated by reference. When encountered, those terms have the same force and effect that the term “quote” incurs. The term “offeror(s)” is also used throughout and shall have the same meaning as the term “vendor.” This document is a Request for Quotes (RFQ) and as such, does not create an obligation on the part of the vendor simply by government acceptance. Both parties must sign a final contract document to create a binding contract.

2) **ADDRESS FOR SUBMISSION OF QUOTES.**

a) The vendor is responsible for ensuring that quotes are received in the Contracting Office no later than **3:00 P.M. (EST) on 09 March 2010** as indicated on page one (1) of this solicitation. Failure of vendor’s quote to be received prior to the hour and date specified may result in rejection of the quote.

b) Quotes shall be submitted by FedEx, UPS, etc. and shall be addressed for delivery to the following physical location:

Supply Directorate
Contracting Department
Attn: Willie Humphrey (252-466-6279)
Bldg. 159, Door T1
MCAS Cherry Point, NC 28533

c) RFQ Number **M00146-10-T-9018** must be clearly marked on the outside of your quote.

d) **Facsimile and/or electronic submission of quotes is not authorized.**

3) **INSTRUCTIONS FOR THE PREPARATION OF QUOTES. The vendors quote shall include its proposed Technical Approach, Past Performance Information, Plan of Action and Milestones, Price Quote, and completed Representations and Certifications in accordance with the following instructions:**

a) **Technical Approach Instructions**

i) Quotes should be clearly and concisely written as well as being neat and logically assembled. The vendor shall prepare and submit an original and four (4) copies of its technical quote.

ii) This acquisition is being conducted pursuant to FAR Subpart 13.5, and will utilize the streamlined evaluation procedures set forth in FAR Part 13. As such, the Government does not desire the submission of detailed quotes addressing each aspect of the specification in response to this RFQ. Rather, the vendor’s technical quote:

(1) Shall include a statement that the vendor “understands and will comply with all requirements set forth in the Purchase Description/Specification;

(2) Shall demonstrate an advanced understanding of the requirements of the specification. The vendor’s technical approach will be evaluated based upon the extent to which the vendor concisely and accurately describes their proposed technical solution to the requirements of the specification. The vendor shall clearly address how the products/services offered meet or exceed the minimum requirements of the specification. Preference may be given to the vendor whose technical approach demonstrates a better understanding of the requirements and/or offers an approach that exceeds performance or capability standards.

To demonstrate adherence to critical specification items, the vendor is required to specifically address the following subfactors and provide a detailed description of the vendor's technical approach to the following paragraphs of the specification:

- (a) Media Recovery Floor (Paragraph 3.9.2) - The vendor shall describe in detail the composition, structure, and method of operation of the proposed media recovery floor.
- (b) Space Constraints (Paragraph 3.10) - The vendor shall describe in detail and provide adequate technical illustrations/drawings of their proposed solution. Required footprint drawings shall illustrate how the proposed solution fits into the provided space shown of FRC East drawing PE-20729F.
- (c) Warranty (Paragraph 3.16) – The vendor shall describe in detail the terms of their proposed warranty.

(3) In addition to the above, the vendor's technical quote may include additional information as to how the vendor's proposed equipment will meet or exceed the Government's minimum requirements. Evaluation of technical approach will be based upon the extent to which the vendor thoroughly and accurately describes their overall technical solution, highlighting any additional information that the vendor believes will make their quote more competitive.

iii) The Government intends to evaluate offers and award a contract without conversations with vendors. Therefore, the vendor's initial quote should contain the vendor's best terms from a price and technical standpoint. However, the Government reserves the right to conduct conversations if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

b) Past Performance Information Instructions

i) Vendors shall submit two (2) copies of the past performance information requested below as part of their quotation.

ii) Vendors shall submit a list of contracts completed within the past three (3) years, and all contracts currently in progress, which are similar in technical complexity and dollar value to this requirement. Include the following information for each contract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and e-mail address.
- (j) Program manager/project officer, telephone number, and e-mail address.

iii) If a vendor has no relevant past performance history, a vendor must affirmatively state that it possesses no relevant past performance history. Vendors will neither be evaluated favorably or unfavorably on past performance in the event that there is no relevant past performance history available.

c) Delivery Schedule/Plan of Action and Milestones Instructions: The vendor shall submit a Plan of Action and Milestones chart detailing significant events for the completion of this project within the required delivery schedule or its proposed milestones to exceed the required delivery schedule. The Government may give preference to vendors who proposed POA&M demonstrates the ability to complete the requirement sooner than the required delivery schedule.

d) Price Quote Instructions. The price quotation is to be separate from all other quotation documents. The vendor shall submit the following information in its price quotation:

i) The vendor's proposed firm-fixed price for completion of this requirement in accordance with the specification.

ii) 3.9.11 Trade-In Value: If the contractor wishes to keep the old blast booth or its components they shall provide a fair trade in value with their proposal. The equipment will still be cleaned out prior to contractor arrival as outlined in section 3.12.2. The contractor shall return all Government plant account tags (EIN) to the Project Manager prior removal of equipment from the FRC East.

iii) The vendor shall prepare and submit an **original only** of their price quote for this requirement. Additional copies of the vendors' price quote are not required.

e) Representations and Certifications Instructions. The vendor shall include one (1) completed copy of all Representations and Certification listed in Section K of this Request for Quotation.

4) SITE VISIT INFORMATION

A site visit for this requirement was conducted on **20 November 2009**. The company names and telephone numbers are provided as follows:

1. Abrasive Blast System	785-263-3786
2. Clemco	334-388-3220
3. DeLong Equipment	864-978-1912
4. D & J Elect. Contractor	252-241-2669
5. East Coast Elec.	252-727-9385
6. Htec Systems	252-637-7832
7. J. H. Norton	704-906-9273
8. Metal Prep Inc	800-682-4187
9. Owens Const. Co	252-504-3163
10. Pauli Systems	707-429-2434
11. Quality Systems	503-580-8085
12. Riveer Co	269-637-1997
13. Southern Equipment	912-552-4095

A list of questions and responses received from draft specification and Site Visit is provided as Attachment 02.

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served

on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Supply Directorate
Contracting Department
Attn: John Lawrence
PSC Box 8018
Cherry Point, NC 28533-0018
Tel: 252-466-2856
Fax: 252-466-3571

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION OF OFFERS

1) This procurement is being conducted pursuant to FAR 13.5. As such, evaluation procedures pursuant to FAR 13.106 will be utilized. Quotes will be evaluated in an efficient and minimally burdensome fashion. The Contracting Officer reserves the right to evaluate quotes without the use of formal evaluation procedures such as establishing a competitive range, conducting discussions, and scoring quotations. The Contracting Officer may conduct comparative evaluations of offers pursuant to FAR 13.106-2(b).

a) The Government will award a contract resulting from this request for quote to the responsible vendor whose quote, conforming to the RFQ, will be most advantageous to the Government, price and other factors considered. The following factors shall be used in the technical evaluation of quotes:

(i) **Technical Capability.** This factor will evaluate the vendor's ability to meet or exceed the Government's minimum technical requirements, especially in response to the paragraphs referenced in Section L, Instructions for the Preparation of Quotes, paragraph 3a. This may also include evaluation of the vendor's past experience and compliance with contract requirements and warranty provisions (if applicable).

(ii) **Required Delivery Schedule/Plan of Action and Milestones.** This factor will evaluate the vendor's ability to meet or exceed the required delivery schedule as set forth in the Specification.

(iii) **Past Performance.** Past performance on other contracts, both private and government may be evaluated based on information provided by the vendor in accordance with the Addendum to FAR 52.212-1. If the contracting officer has first hand knowledge of the vendor's past performance based upon on-going or previous contracts with the vendor, the government may choose not to obtain and evaluate the past performance information from a vendor's references. Instead, the Contracting Officer can make the determination that the Past Performance information is acceptable using any of the methods set forth at FAR 13.106-2(b).

(iv) **Price.** Evaluation of price will be done on a comparative basis without examining the specific cost elements of the Vendor, provided there is adequate competition received in response to this Request for Quotes. If only one quote is received, the Contracting Officer will use alternate price analysis techniques other than competition to make a determination that quoted prices are fair and reasonable.

b) The Contracting Officer will reject quotes that do not meet all the material terms and conditions set forth in the request for quotes. Further, unreasonably high prices will be rejected and unrealistically low prices will be considered as evidence of the vendor's lack of understanding of the requirement.

c) The Government will select the vendor(s) whose quote(s) is (are) considered most advantageous and then select one vendor with whom to negotiate details. If agreement cannot be reached with that vendor, the Government will move to another of the most advantageous vendors.

d)) A written notice of acceptance of a vendor's quote will be provided via the issuance of a purchase order from the Government. The purchase order is an offer by the Government to buy the supplies and services set forth in the Purchase Description upon the terms and conditions specified in the vendor's offer and any subsequent conversations. The contract will be established when the vendor accepts the offer from the Government. The successful Vendor must notify the Contracting Officer of its acceptance of the order in writing, via electronic, facsimile or other means of delivery and is encouraged to provide verbal notification of acceptance via a telephone call to the Contracting Officer.