

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW60-03-R-0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06-Oct-2003	PAGE OF PAGES 1 OF 74
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81D4A3176-8948	6. PROJECT NO.
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7. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, CHARLESTON ATTN: CONTRACTING DIVISION 69-A HAGOOD AVENUE CHARLESTON SC 29403-5107 TEL: 843-329-8085	CODE DACW60 FAX: 843-329-2320	8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i> See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME OCTAVIA CAPERS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 843-329-8089
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

PROPOSALS ARE DUE 10 NOVEMBER 2003, 2:00PM, EST, Attn: Ms Capers at the address in Block 7.

Block 12A: FAR Clause 52.228-15, Payment and Performance bonds will be required for each delivery order exceeding \$100,000.00.

This requirement is issued Unrestricted and will be awarded with a one year basic and four one year options.

Project Magnitude is between \$500,000.00 and \$1,000,000.00 combined for all years.

FAR Provision 52.236-27 Site Visit is scheduled for 28 Oct 2003, 9:00AM, EST at Cooper River Rediversion Site.

Offeror shall complete and submit the following: Signed and dated SF1442 blocks 14 - 20 as applicable; section 00010 price schedule; necessary fill-ins section 00600 provisions 52.204-3, 52.209-5, and 52.219-4005; and past performance questionnaires. Proposal shall be submitted in one original and two copies.

11. The Contractor shall begin performance within 14 calendar days and complete it within _____ calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See SCHEDULE _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
CODE		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.											
DATE											

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return. _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0001	Bulldozer Equipment Rental FFP with blade, D-5 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0002	Bulldozer Equipment Rental FFP with blade, JD 450 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0003	12 Y Dump Bed Dump Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0004	6 Y Dump Bed Stake Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0005	Backhoe/Loader Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0006	Trackhoe Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0007	Brush and Limb Chipper Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0008	Motorgrader Equipment Rental FFP with 12 ft Blade with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0009	Farm Tractor Equipment Rental FFP with implements-minimum 40 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0010	Farm Tractor Equipment Rental FFP with implements-minimum 27 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0011	14' Boat Rental FFP with 25 HP minimum with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0012	Portable Welder Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0013	Chainsaw Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0014	Working/Roving Supervisor FFP Assists and oversees work as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
0015	Laborer FFP Perform work as specified in the Statement of Work. MILSTRIP: W81D4A31768948 PURCHASE REQUEST NUMBER: W81D4A3176-8948	1,000	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1001 OPTION	Bulldozer Equipment Rental FFP with blade, D-5 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1002 OPTION	Bulldozer Equipment Rental FFP with blade, JD 450 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1003 OPTION	12 Y Dump Bed Dump Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1004 OPTION	6 Y Dump Bed Stake Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1005 OPTION	Backhoe/Loader Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1006 OPTION	Trackhoe Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1007 OPTION	Brush and Limb Chipper Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1008 OPTION	Motorgrader Equipment Rental FFP with 12 ft Blade with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1009 OPTION	Farm Tractor Equipment Rental FFP with implements-minimum 40 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1010 OPTION	Farm Tractor Equipment Rental FFP with implements -minimum 27 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1011 OPTION	14' Boat Rental FFP with 25 HP minimum with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1012 OPTION	Portable Welder Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1013 OPTION	Chainsaw Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1014 OPTION	Working/Roving Supervisor FFP Assists and oversees work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
1015 OPTION	Laborer FFP Perform work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	1,000	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2001 OPTION	Bulldozer Equipment Rental FFP with blade, D-5 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2002 OPTION	Bulldozer Equipment Rental FFP with blade, JD 450 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2003 OPTION	12 Y Dump Bed Dump Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2004 OPTION	6 Y Dump Bed Stake Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2005 OPTION	Backhoe/Loader Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2006 OPTION	Trackhoe Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2007 OPTION	Brush and Limb Chipper Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2008 OPTION	Motorgrader Equipment Rental FFP with 12 ft Blade with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2009 OPTION	Farm Tractor Equipment Rental FFP with implements-minimum 40 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2010 OPTION	Farm Tractor Equipment Rental FFP with implements-minimum 27 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2011 OPTION	14' Boat Rental FFP with 25 HP minimum with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2012 OPTION	Portable Welder Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2013 OPTION	Chainsaw Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2014 OPTION	Working/Roving Supervisor FFP Assists and oversees work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
2015 OPTION	Laborer FFP Perform work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	1,000	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3001 OPTION	Bulldozer Equipment Rental FFP with blade, D-5 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3002 OPTION	Bulldozer Equipment Rental FFP with blade, JD 450 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3003 OPTION	12 Y Dump Bed Dump Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3004 OPTION	6 Y Dump Bed Stake Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3005 OPTION	Backhoe/Loader Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3006 OPTION	Trackhoe Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3007 OPTION	Brush and Limb Chipper Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3008 OPTION	Motorgrader Equipment Rental FFP with 12 ft Blade with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3009 OPTION	Farm Tractor Equipment Rental FFP with implements-minimum 40 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3010 OPTION	Farm Tractor Equipment Rental FFP with implements - minimum 27 HP Live P.T.O. - Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3011 OPTION	14' Boat Rental FFP with 25 HP minimum with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3012 OPTION	Portable Welder Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3013 OPTION	Chainsaw Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3014 OPTION	Working/Roving Supervisor FFP Assists and oversees work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
3015 OPTION	Laborer FFP Perform work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	1,000	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4001 OPTION	Bulldozer Equipment Rental FFP with blade, D-5 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4002 OPTION	Bulldozer Equipment Rental FFP with blade, JD 450 or equal, with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4003 OPTION	12 Y Dump Bed Dump Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4004 OPTION	6 Y Dump Bed Stake Truck Rental FFP with Driver as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4005 OPTION	Backhoe/Loader Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4006 OPTION	Trackhoe Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	100	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4007 OPTION	Brush and Limb Chipper Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4008 OPTION	Motorgrader Equipment Rental FFP with 12 ft Blade with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	200	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4009		100	Hours		
OPTION	Farm Tractor Equipment Rental FFP with implements-minimum 40 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948				

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4010		200	Hours		
OPTION	Farm Tractor Equipment Rental FFP with implements-minimum 27 HP Live P.T.O.-Rubbertired with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948				

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4011 OPTION	14' Boat Rental FFP with 25 HP minimum with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4012 OPTION	Portable Welder Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	40	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4013 OPTION	Chainsaw Equipment Rental FFP with Operator as specified in the Statement of Work. MILSTRIP: W81D4A31768948	150	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4014 OPTION	Working/Roving Supervisor FFP Assists and oversees work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	250	Hours		

EST
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	UNIT PRICE	EST AMOUNT
4015 OPTION	Laborer FFP Perform work as specified in the Statement of Work. MILSTRIP: W81D4A31768948	1,000	Hours		

EST
NET AMT

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2003 TO 30-NOV-2004	N/A	COOPER RIVER REDIVERSION PROJECT DON PILKINGTON ST. STEPHEN POWER PLANT 1275 REDIVERSION RD ST STEPHENS SC 29479 843-567-2506 FOB: Destination	DACW60
0002	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0003	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0004	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0005	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0006	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0007	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0008	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0009	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0010	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0011	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0012	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0013	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0014	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
0015	POP 01-DEC-2003 TO 30-NOV-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60

1001	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1002	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1003	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1004	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1005	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1006	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1007	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1008	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1009	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1010	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1011	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1012	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1013	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1014	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
1015	POP 01-DEC-2004 TO 30-NOV-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2001	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2002	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2003	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60

2004	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2005	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2006	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2007	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2008	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2009	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2010	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2011	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2012	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2013	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2014	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
2015	POP 01-DEC-2005 TO 30-NOV-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3001	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3002	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3003	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3004	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3005	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3006	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60

3007	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3008	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3009	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3010	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3011	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3012	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3013	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3014	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
3015	POP 01-DEC-2006 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4001	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4002	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4003	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4004	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4005	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4006	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4007	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4008	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4009	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60

4010	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4011	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4012	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4013	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4014	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60
4015	POP 01-DEC-2007 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DACW60

STATEMENT OF WORK**STATEMENT OF WORK
FOR
COOPER RIVER REDIVERSION PROJECT****19 September 2003****1. GENERAL REQUIREMENTS****1.1. Project Title: Cooper River Rediversion Project Equipment Rental and Labor Services**

1.1.1. This is an Indefinite Delivery, Indefinite Quantity contract for construction efforts for the Cooper River Rediversion Project, St. Stephen SC. Construction projects will be awarded by individual task orders on an as needed basis. It is anticipated that this contract will be for maintenance, repair and construction related work of facility grounds.

1.1.2. Scope of Work: Contractor shall provide all labor, supervision, transportation, equipment, materials, tools, applicable licenses and permits, and incidentals thereto necessary to perform work but not limited to clear boundary lines, clear fence lines, remove and install fences, repair/grade roads, dig ditches, clean culverts, clean manholes, remove and dispose of debris and trash, cut and remove fallen trees and limbs. No work shall be performed without a license or approved permit. Job sites will be at various locations around the Cooper River Rediversion Project. Work performed under this scope shall be paid for at the unit price by the hour. Upon inspection and acceptance of work by the Government Inspector, payment shall be made within 30 days after receipt of correct invoice by USACE Finance Center, Millington TN.

1.1.3. Government Furnished Utilities: The Government will furnish water and electricity to the contractor from existing Government systems/outlets at no cost to the contractor. The contractor shall furnish all equipment, materials, tools, and labor necessary to tie in to the existing utilities.

1.1.4. Contractor Onsite Storage: The Government will provide an area for the Contractor's onsite equipment and material storage. Contractor is responsible for storage security.

1.1.5. Work Hours: Hours of work shall be from 7:00AM – 4:00PM Monday – Friday, excluding federal holidays.

1.1.6. Work Conditions: Contractor may be required to work in varying degrees of temperature, mud, water, hazards of working around machinery and electrical equipment, over water, in cramped quarters, on ladders and scaffolding, slippery or uneven surfaces, above and below ground. Contractor may be exposed to excessive noise, dust, silica, fumes, smoke, gases, solvents, grease, and oil. Contractor shall take all necessary precautions to protect himself and his workers against injury. Contractor is wholly liable for the safety and insurance coverage of the workers. Contractor is also wholly liable for damage or injury to other persons and/or property.

1.1.7. Disposal of Waste/Excess Material: Contractor shall remove all waste and excess material from work of Cooper River Rediversion Project to a proper disposal site in strict accordance with applicable Federal, State, County, and Local laws.

1.1.8. Protection of Existing Vegetation: Contractor shall maintain work site in an orderly and safe fashion. Upon contract completion or termination, contractor shall return work site to the state at which the Government initially provided, excluding task order work.

1.1.9. Quality Control: Contractor must ensure quality control is performed. As a minimum, contractor shall develop quality control procedures addressing the areas identified in section 2 below for acceptance by the Contracting Officer. The Government Inspector will oversee compliance with the quality control procedures and ensure work performance in accordance with task statement of work.

2. EQUIPMENT RENTAL AND LABOR SERVICES

2.1. Roving Supervisor: Contractor shall designate onsite working/roving supervisor in writing. Supervisor shall have full authority to act on behalf of the Contractor. Supervisor must be qualified to supervise onsite laborers. Supervisor must direct operations of labor crew and supervise ongoing work as to safety, workmanship, and quality and make recommendations to the Government on how to improve the same. Supervisor will be required, but not limited to, attend meetings with the Government and prepare daily Quality Control Reports. Supervisor must provide the Government Inspector with a telephone number in which he may be contacted at all times.

2.2. Laborers/Work Crews: Contractor shall provide adequate sized and skilled labor force necessary to complete the work within the performance period. Labor force may be required to, but is not limited to, use the following tools and equipment: hammer, shovel (all types), ax (single and double bit), hoe (all types), tree pruning shear, tree pruning saw (hand and pole), machete, brush hook, weed sling, broom, mop, etc. All tools must be safe and serviceable to perform work. All non-serviceable tools must be replaced at the Contractor's expense prior to commencing work.

2.2.1. Payment for work crews (Maximum of five laborers) will be based on an hourly rate of each individual laborer. For example, a four member work crew works four hours will be counted as 16 hours (4 crew members X 4 work hours) and paid per the unit price in the contract. A reduction or an increase in the work crew size will be paid accordingly.

2.3. Equipment with Operators: Contractor shall provide equipment, skilled and licensed operators of equipment, fuel, necessary equipment for transportation of fuel to equipment, transportation of equipment, appliances, supplies, and all incidentals for the efficient operation of the equipment necessary to perform task. See Appendix A for type of equipment. Contractor is responsible for all equipment related cost and maintenance. Equipment must be safe and serviceable to perform work. All non-serviceable equipment must be replaced at the Contractor's expense prior to commencing work. Contractor shall obtain necessary licenses and permits to transport equipment on public roads and shall comply with all applicable Federal, State and municipal laws, codes, and regulations that apply to equipment operations. Contractor shall perform operations in compliance with Corps of Engineers Safety Manual EM 385-1-1, dated September 1996, as amended. Contractor shall install seat belts, fire extinguishers, rollover protection devices, and back up alarms on equipment in accordance with EM 385- 1-1.

2.3.1. Contractor shall provide requested equipment within the number of workdays as specified in the task order.

2.3.2. Payment for equipment shall be by hourly rental rate including the cost of the operator of the equipment. Rental rates shall not begin until the equipment is delivered and work has begun at the work area. All equipment must have an hour meter wired into the engine to record the number of hours the equipment is in use for each task and the hours shall be recorded in a logbook and must be kept current and available at all times to the Government.

2.4. Welder with Operator: Contractor shall provide a welder with a minimum of 225 amperes, skilled operator of welder, transportation of welder, safety equipment, tools, equipment to perform welding activities, fuel to power welder, and all incidentals for the efficient operation of the welder necessary to perform task. Examples of items to be welded, but not limited to, are metal gates, hinges, brackets, pipe fences, metal structures on docks, pipe pilings, equipment, etc.

Appendix A, Probable Equipment

1. Bulldozer, D-5 or equivalent
2. Bulldozer, John Deere 450 or equivalent equipped with angle and tilt blade control
3. Dump Truck, 12 yard minimum, tandem rear axle
4. Dump Bed Truck, 6 yard minimum, stake body, dump bed
5. Backhoe Loader, minimum 45 HP, rubber tired, hydraulically controlled, with $\frac{3}{4}$ yard front bucket and 18 inch minimum rear bucket
6. Trackhoe, crawler/tractor type, with $\frac{3}{4}$ yard bucket with 27 foot reach
7. Brush and Limb Chipper, minimum 4 inch disk chipper, 20 HP and automatic feed
8. Motor Grader, with 12 foot blade minimum
9. Farm Tractor, minimum 40 HP, Live P.T.O., rubber tired with implements.
10. Boat, 14 foot minimum, 25 HP minimum
11. Portable Welder, 225 minimum amperes
12. Chain Saw, minimum 14 inch bar with minimum engine displacement of 2 cubic inches
13. Farm Tractor, minimum 27 HP, Live P.T.O., rubber tired with implements

Appendix B, Maps

Maps will be provided to the awardee.

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Section 00100 - Bidding Schedule/Instructions to Bidders

BASIS OF AWARD

ADDITIONAL INSTRUCTIONS: Offerors must follow the instructions contained in the solicitation, FAR 52.215-1 and herein. Proposals must be complete and respond directly to the solicitation. Offerors must complete and return signed and dated SF 1442 blocks 14-20c as applicable; section 00010 price schedule; necessary fill-ins in sections 00100, 00600, and 00800; and past performance questionnaires. Offeror shall forward a minimum of three past performance questionnaires to POC of present or past contracts that are recent within the past three years and are relevant to the type of work in this solicitation. The POC shall complete and return by fax to Ms Capers as stated on the Past Performance Questionnaire Instructions. *Submit proposal in original and two copies.*

BASIS FOR AWARD: Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. First, offers will be evaluated for acceptability. Next, offers will be evaluated considering price. Finally, past performance information will not be evaluated for comparative assessment but reviewed only of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. The Government reserves the right to award without discussions, so offerors shall initially submit their best offer.

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONSSOLICITATION NUMBER DACW60-03-R-0007

1. Please complete this questionnaire. Handwritten responses are sufficient. Explanation of codes:

<u>CODE</u>	<u>PERFORMANCE LEVEL</u>
E contractual	EXCEPTIONAL - The contractor's performance meets requirements and exceeds many requirements.
VG contractual	VERY GOOD – The contractor's performance meets requirements and exceeds some requirements.
S	SATISFACTORY - No problems exist or only minor problems for which solutions are in hand.
M whether the appears to be within	MARGINAL - Problems exist for which there is doubt identified solution is adequate but the problem the contractor's ability to solve.
U	UNSATISFACTORY - Serious problems exist which may be outside the contractor's ability to solve. The contractor is indanger of not being able to satisfy contractual requirements and timely recovery is not likely.
N	NOT APPLICABLE - Unable to provide a score.

2. Circle the appropriate letter for each item on the questionnaire and provide narrative justification.

3. Fax completed questionnaires to:

US Army Corps of Engineers, Charleston
 ATTN: Octavia Capers
 EMAIL: octavia.capers@usace.army.mil
 FAX: 843-329-2320

PAST PERFORMANCE QUESTIONNAIRE EVALUATION FORM

SOLICITATION NUMBER DACW60-03-R-0007

Evaluator please complete:

- A. Contractor: _____
- B. Contract number: _____
- C. Estimated contract dollar amount: _____
- D. Period of Performance: _____
- E. Describe product acquired _____
- F. Contract type _____

[Note: Remarks are requested for any rating other than "satisfactory"]

EVALUATION AREAS

1. Contractor personnel.

E VG S M U N

2. Contractor supervision

E VG S M U N

3. Contractor quality control

E VG S M U N

4. Quality of product/service

E VG S M U N

5. Major discrepancies, cure or show cause notices

E VG S M U N

6. Overall rating of contractor's performance

E VG S M U N

7. Timely Delivery/Completed work Delivered on Time

E VG S M U N

If more comment space needed, write on back, or attach pages.

Name/title, address and phone of person completing questionnaire.

Phone _____ FAX _____

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-4804	PERFORMANCE ON DELIVERY ORDER	FEB 2003
52.214-5000	APPARENT CLERICAL MISTAKES (MAR 1995)-EFARS	MAR 2000
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-4222 DELIVERY/CONTRACT PERIOD

The contract period is: One Base Year and 4 Option Years.

(End of paragraph)

52.212-4224 DELIVERY/LOCATION

- a. Place of performance is Cooper River Rediversion Site, St Stephen South Carolina.
- b. For information contact: Octavia Capers (843) 329-8089.

(End of paragraph)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 843-329-2320.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Henry Wigfall
Contracting Dept.
69-A Hagood Avenue
Charleston, SC 29403-5107

(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)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Octavia Capers
Email: octavia.capers@usace.army.mil

The only site visit to be held will be on 28 Oct 2003, 9:00AM at the Cooper River Rediversion Site, 1275 Rediversion Road, St Stephen SC. All attendees must notify Ms Capers by 16 Oct 2003 with your company

name, name and social security number of all attendees.

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

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	JUN 2003
52.236-28	Preparation of Proposals --Construction	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-4005 SUBCONTRACTING REPRESENTATION

(a) Part of the work included in this offer () will, () will not, be subcontracted. Subcontractor () is, () is not, a Small Business Concern as defined in the provision entitled SMALL BUSINESS CONCERN REPRESENTATION.

(b) Part of the work included in this offer () will, () will not, be subcontracted to a Small Disadvantaged Business Concern as defined in the provision entitled SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION.

Name and Address of Subcontractor: _____

Estimated percentage of work to be subcontracted: _____

Type of work to be subcontracted: _____

(End of paragraph)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
30%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Cooper River Rediversion Site, South Carolina, Berkeley County, St Stephens.**

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-9	Buy American Act--Construction Materials	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-1	State and Local Taxes	APR 1984

52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7004	Indefinite Quantities - Fixed Charges	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.200-4803 ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

(a) Partial payments will be made monthly for the amount and value of the work and services performed upon submission of ENG Form 93, "Payment Estimate-Contract Performance". This estimate will be forwarded to and verified by the Contracting Officer's Representative utilizing the progress report submitted by the Contractor and independent analyses of progress. Sample format for ENG Form 93 will be provided to the Contractor by the Contracting officer's Representative upon contract award.

(b) Submit requests for payment (Original and one copy) to:

Hydropower Field Office
 Attn: Don Pilkington
 1275 Rediversion Road
 P. O. Box 940
 St. Stephen, SC 29475

(c) Payments will be made by:

USACE Finance Center (EROOC: K2)
 Attn: CEFC-AO-P
 5720 Integrity Drive
 Millington, TN 38054

(End of paragraph)

52.210-4002 AVAILABILITY OF OTHER CITED SPECIFICATIONS.

Other specifications cited in this solicitation are available as indicated below:

(a) Engineering Manuals (EM's) are available for inspection and review at the U.S. Army Corps of Engineers, on the Second floor, Contracting Division located at 69-A Hagood Avenue, Charleston, SC.

(b) Commercial Specifications, Standards, and Descriptions. These specifications, standards, and descriptions are not available from Government sources. They may be obtained from the publishers.

(End of paragraph)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

(End of clause)

52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.242-14	Suspension of Work	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.200-4802 CONTRACT AMOUNT

- (a) The Maximum quantity of services the Government may order is subject to a contract limitation of **(\$641,465.00)** and
- (b) One Hundred Fifty Thousand Dollars (\$150,000.00) limitation per delivery order.
- (c) The Government hereby obligates itself to order goods or services priced at not less than: Two percent (2%) of stated Maximum or Five Hundred Thousand Dollars (\$500,000), whichever is less, in the base year, and one percent (1%) or Two Hundred Fifty Thousand Dollars (\$250,000), or whichever is less, in each option year (if applicable).
- (d) Funding Citation: **To be cited on individual delivery orders.**
- (e) The services to be obtained by this document are authorized by, are for the purpose set forth in, and are chargeable to allotments to be established by delivery orders issued hereunder.
(End of paragraph)

52.201-4700 CONTRACTING OFFICER'S REPRESENTATIVE (COR)
ADMINISTRATIVE CONTRACTING OFFICER (ACO)
ORDERING OFFICER

- (a) Definitions.
- (i) "Contracting Officer's Representative" (COR) means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
- (ii) "Administrative Contracting Officer" (ACO) means an individual designated in accordance with subsections 1.602-1(100) and 1.603-3(100) of the Engineer Federal Acquisition Regulation Supplement and authorized in

writing by the Contracting Officer to perform specific functions. The ACO is authorized to modify construction contracts within the scope of the contract under specified contract clauses.

(iii) "Ordering Officer" means an individual designated in accordance with subsection 1.603-1 of the Army Federal Acquisition Regulation Supplement and authorized in writing by the Chief of the Contracting Division to place orders against specific indefinite delivery type contracts.

(b) If a COR, ACO, or Ordering Officer is designated, the Contractor will receive a copy of the written designation. Each will specify the extent of the authority of the COR, ACO, or Ordering Officer to act on behalf of the Government.

(c) The Contractor shall not accept any instructions issued by any person employed by the Government, or otherwise, other than the Contracting Officer; or COR, ACO or Ordering Officer acting within their authority.

(End of paragraph)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Dec 2003 through 30 Nov 2008 including one year base period and four one year option periods. Each task order issued will include number of days for performance within the one year base and four one year option periods.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$20,684.00;

(2) Any order for a combination of items in excess of \$128,293.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the Maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the Maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "Maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Nov 2008.

(End of clause)

52.223-4002 I SAFETY REQUIREMENTS

The Contractor shall comply with the applicable portions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated 3 September 1996, and all changes and amendments thereto, and the applicable portions of the latest OSHA standards for the work covered in this contract. Copies are available for review at the US Army Corps of Engineers, Charleston District, Contracting Division, Second Floor, 69-A Hagood Avenue, Charleston, SC. A copy of EM 385-1-1 will be provided to the Contractor upon award of the contract. The Contractor will be required to prepare and submit an "Accident Prevention Program" in accordance with EM 385-1-1. This plan shall be submitted within 10 days after contract award.

(End of paragraph)

52.228-4001 REQUIRED INSURANCE

In accordance with the clause "INSURANCE - WORK ON A GOVERNMENT INSTALLATION" the following Schedule applies:

(a) Workmen’s Compensation and Employer’s Liability.

(1) Compliance with applicable workmen’s compensation and occupational diseases statutes is required. (If occupational diseases are not compensable under applicable statutes, coverage may be under employer’s liability insurance.)

a. Employer’s liability \$100,000.00

(b) General Liability (comprehensive form policy).

(1) Bodily injury per occurrence \$500,000.00

(c) Automobile Liability (comprehensive form policy).

(1) Bodily injury per person \$200,000.00

(2) Bodily injury per accident \$500,000.00

(3) Property damage per accident \$ 20,000.00

The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

(End of paragraph)

52.232-4001 RELEASE OF CLAIMS -- CONSTRUCTION

The following is an example of a Contractor's release of claims required of the Contractor to comply with the provisions of clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

(Sample)

RELEASE OF CLAIMS

The undersigned Contractor under Contract Number _____ dated _____, 19____, between the United States of America and said Contractor for the _____ located at _____ in accordance with Section I, "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" FAR clause 52.232-0005, of said Contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due)

(Contractor signature)

(Typed name and title)

(Date)

(End of paragraph)

52.236-4103 ACKNOWLEDGEMENT OF NOTICE TO PROCEED (CESAC-CT)

Date of the Acknowledgement of Notice to Proceed will be the same date the Notice to Proceed was delivered to the Contractor or his representative by the Post Office Department or by a Corps representative, but shall in no case be later than seven (7) calendar days after the date of issue of the Notice to Proceed by the Contracting Officer.

(End of paragraph)

WAGE DETERMINATION

GENERAL DECISION: **SC20030032** SC32

Date: June 13, 2003

General Decision Number: **SC20030032**

Superseded General Decision No. SC020032

State: South Carolina

Construction Type:
HEAVY

County(ies):
CHARLESTON

HEAVY CONSTRUCTION PROJECTS (Excluding Water and Sewer Lines)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):
CHARLESTON

SUSC2010A 04/16/1996

	Rates	Fringes
CARPENTERS	10.67	.59
CEMENT MASONS/CONCRETE FINISHERS	9.77	
ELECTRICIANS	11.73	1.48
LABORERS	7.29	
PAINTERS, Brush & Roller	10.11	
PIPEFITTERS (Including HVAC Work)	14.28	
POWER EQUIPMENT OPERATORS:		
Backhoe	10.40	
Bulldozer	9.20	
Oiler	5.18	
Scraper	9.14	
Tractor	10.00	
TRUCK DRIVER, Tandem Dump	8.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor

200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION