

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 22 PAGES
1. REQUEST NO. SP310009T0013	2. DATE ISSUED 09 Mar 10	3. REQUISITION/PURCHASE REQUEST NO. 90221006	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY DEFENSE DISTRIBUTION CENTER NEW CUMBERLAND, PA 17070			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY		
NAME ALAN NOBLE		TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
		AREA CODE (717)	NUMBER 770-4192	9. DESTINATION	
8. TO:			a. NAME OF CONSIGNEE See Page 2		
a. NAME		b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS			c. CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09 Apr 03		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE PAGE 2 FOR DESCRIPTION OF WORK				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type of Print)		

This solicitation and any subsequent acquisition are restricted to Emerging Small Business set-aside pursuant to the Small Business Competitive Program in accordance with FAR 19.10. The NAICS Code for this procurement is 238990 with a small business size standard of \$14.0 Million.

LOCATION: Defense Distribution Depot San Joaquin (DDJC) Sharpe Site, Lathrop, CA 95296.

The following project description is for the purpose of general information and is not intended to include and describe every feature or item or to define the scope of work.

PROJECT DESCRIPTION: The project consists of performing the following items, but is not limited to these items alone:

Contractor shall furnish all labor, material, and equipment to remove an existing wood fence and install a new wood fence at DDJC – Sharpe site. The fence project includes removing fence boards, fence railings, fence posts, and concrete. Backfill post holes and compact area and remove excess soil. The contractor will also install a new mow strip and wood fence. All work shall be performed in accordance with the drawings and specifications.

Performance Period:

Contractor shall commence work upon receipt of the Notice to Proceed (NTP) and shall complete “Remove Old Wood Fence and Install a New Wood Fence” and be ready for use within 60 days after receipt of NTP.

Preconstruction Submittals:

The contractor will submit within 15 days after NTP the submittals listed under section 2.0 in the attached Statement of Work.

Working Hours: Normal hours of work shall be between 0700 and 1530, Monday through Friday excluding any Government holidays.

Base Quote: Quote shall include the necessary labor, material and/or equipment to perform all required task to Remove Old Wood Fence and Install a New Wood Fence at DDJC Sharpe Site, Lathrop, CA 95296.

Total Base Bid: 1 Lump Sum @ \$ _____/Lump Sum

QUOTATION SUBMISSION INSTRUCTIONS:

Please submit one copy of the following information no later than the close of business on 03 April 2009.

This information may be sent via facsimile 717-770-7591 or via email to Alan.Noble@dla.mil.

1. Signed copy of Standard Form 18 (Request for Quotation)-Page 1 with price quote – page 2.
2. Completed Certifications on pages 16 thru 21.

Any questions regarding this solicitation shall be directed to the contract specialist, Alan Noble via email at Alan.Noble@dla.mil.

Magnitude of Construction Project: Between \$25,000 and \$100,000

DAVIS BACON WAGE DECISION: General Wage Decision Number CA080029
01/16/2009 CA29 is incorporated into this solicitation and subsequent contract.

Site Visit Instructions:

Due to security measures currently in place at the Defense Distribution Depot San Joaquin (DDJC) – Sharpe Site, anyone planning to attend the site visit is required to provide the following information to James Azevedo, phone 209-839-4173, fax 209-839-4198, or email: james.azevedo@dla.mil.

This information must be submitted at least two (2) working days prior to the site visit date. Failure to submit this information in the time frame above may result in delays upon your arrival at the installation.

Company Name
Employee Name
Employee Business Phone Number

On the date of the site visit, a visitor will need to present at least one form of photo identification issued by a State or Federal Government Agency, i.e., valid driver's license. The employee will also need to present current registration and insurance information for each vehicle entering the installation.

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALT 1 (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) An organized site visit will be scheduled for :

Date and Time: 11 March 2009 at 10:00 A.M. Pacific Time Zone

(c) Participants will meet at:

Address: Defense Distribution Depot San Joaquin (DDJC) Sharpe Site
Building 8 (entrance to Sharpe Site)
Lathrop, CA 95296.

(End of Provision)

A second organized site visit will be made available 18 March 2009 at 10:00 AM (Pacific Time Zone) at the Defense Distribution Depot San Joaquin (DDJC) Sharpe Site, Building 8, Lathrop, CA 95296.

BASIS FOR AWARD OF CONTRACT: One award will be made as a result of this Request for Quote (RFQ).

Contractors must be determined to be responsible according to the standards of FAR Subpart 9 to be eligible for award.

The award will be made to the responsible contractor having the lowest total aggregate quote for the item or items awarded.

NOTICE TO ALL PROSPECTIVE QUOTERS: To receive awards resulting from solicitations issued after May 31, 1998, your company must be registered in the DoD Central Contractor Registration (CCR) Database. Reference FAR clause 52.204-7. CCR website is <http://www.ccr.gov>

Alternative Payment Protection

Alternative protection is required for all contracts \$30,000 to \$100,000. The following clauses apply to Alternative Payment Protection:

- 52.228-11 Pledges of Assets (Feb 1992)
- 52.228-12 Prospective Subcontractor Requests for Bonds (Oct 1995)
- 52.228-13 Alternative Payment Protections (Jul 2000)

(a) The Contractor shall submit one of the following payment protections:

- (i) A payment bond.
- (ii) An irrevocable letter of credit (ILC).

(c) The submission of the payment protection is required within 10 days of contract award.

- 52.228-14 Irrevocable Letter of Credit (Dec 1999)

Attachments:

- 1.) Drawings: 1: Work Site Location; 2: Detail "A" View of First Post By Holly Street; 3: Elevation View of Fence Pannels Detail "B"; 4 & 5: Detail View at Corner of Fence Detail "C"; 6: Detail "E"; Drawing 7: Typical View of Fence Post and Mowing Strip; dated March 5, 2009.
- 2.) Specifications: "DDJC Sharpe Site Remove Old Fence and Install New Fence" dated March 5, 2009.
- 3.) General Wage Decision Number CA080029 01/16/2009 CA29

Contract Clauses**FAR Clauses by Reference**

- 52.204-7 Central Contractor Registration (Apr 2008)

- 52.219-28 Post-Award Small Business Program Rerepresentation (June 2007)

- 52.222-3 Convict Labor (June 2003)

- 52.222-6 Davis-Bacon Act (Jul 2005)

- 52.222-7 Withholding of Funds (Feb 1988)

- 52.222-8 Payrolls and Basic Records (Feb 1988)

- 52.222-9 Apprentices and Trainees (Jul 2005)

- 52.222-10 Compliance with Copeland Act Requirements (Feb 1988)

- 52.222-11 Subcontracts (Labor Standards) (Jul 2005)

- 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)

- 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)

- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)

- 52.222-26 Equal Opportunity (Mar 2007)

- 52.222-27 Affirmative Action Compliance Requirements for Construction (Feb 1999)

- 52.222-36 Affirmative Action for Workers With Disabilities (Jun 1998)

- 52.222-50 Combating Trafficking in Persons (Feb 2009)

- 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)

- 52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)

- 52.227-4 Patent Indemnity -- Construction Contracts (Dec 2007)
- 52.228-5 Insurance -- Work on a Government Installation (Jan 1997)
- 52.232-5 Payments under Fixed-Price Construction Contracts (Sept 2002)
- 52.232-23 Assignment of Claims (Jan 1986) ALT I (APR 1984)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.233-1 Disputes (JULY 2002)
- 52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)
- 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)
- 52.236-6 Superintendence by the Contractor (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)
- 52.242-14 Suspension of Work (APR 1984)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.246-12 Inspection of Construction (AUG 1996)

- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
- 52-249-10 Default (Fixed-Price Construction) (Apr 1984)
- 52.253-1 Computer Generated Forms (Jan 1991)

DFARS Clauses by reference

- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004, ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
- 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
1. Work Site Location		1
2. Detail "A" View of First Post By Holly Street		2
3. Elevation View of Fence Pannels Detail "B"		3
4. Detail View at Corner of Fence Detail "C"		4 & 5
5. Detail "E"		6
6. Typical View of Fence Post and Mowing Strip		7
7. Specificatkiions: "DDJC Sharpe Site Remove Old Fence and Install New Fence"		

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

(MAY 2002) ALTERNATE III (MAY 2002)

FAR Clauses Full Text52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(APR 1984)

The Contractor shall be required to

- (a) commence work under this contract within one (1) calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than 60 days. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (Feb 2009)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: _____ [*Contracting Officer to list applicable excepted materials or indicate “none”*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.procregs.hq.dla.mil/icps.htm>

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

(End of Clause)

DFARS Clauses Full Text**252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

(a) Definition. "Contracting officer's representative" 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.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. 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.

(End of Clause)

DLAD Clauses Full Text**52.228-9000 INSURANCE (FEB 2005)**

The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

Workers' Compensation and Employer's Liability - \$100,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)

General Liability- \$500,000 per occurrence

Automobile Liability – Property damage \$20,000 per occurrence, Bodily injury \$200,000 per person and \$500,000 per occurrence.

When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

(End of clause)

FAR Provision by Reference

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(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
2.2% for construction projects located at the Defense Distribution Center Susquehanna in New Cumberland PA	6.9% for construction projects located at the Defense Distribution Center Susquehanna in New Cumberland PA

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Lathrop, CA 95296.

DFARS Provision by Reference

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

FAR Provision by Full Text

52.222-5 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(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.procregs.hq.dla.mil/icps.htm>

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

(End of Provision)

DLAD Provision by Full Text

52.236-9000 SAFETY, FIRE PREVENTION, AND SECURITY REQUIREMENTS
(SEP 2008) – DLAD

The Contractor shall comply with Defense Distribution Depot San Joaquin regulations regarding safety, fire prevention and security. All security requirements of the installation site identified elsewhere in this solicitation shall be observed by the Contractor's personnel at all times. Security requirements for Contractor compliance include, but are not limited to: fire, safety, security, housekeeping, and traffic regulations in effect during the period of contract performance. The on-site COR is available to inform the Contractor of regulations applicable prior to Contractor's commencement of work at the site, but the Contractor is responsible for compliance with all applicable regulations whether or not information is received from the COR.

(End of Provision)

Representations, Certifications, and Statements of Offerers

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (May 2004)
ALTERNATE 1 (APR 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is _____236220_____.
- (2) The small business size standard is _____\$33.5 Million_____.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

b) *Representations.*

- (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.
- (3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it is () is, () is not a service-disabled veteran-owned small business concern.
- (6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of 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.

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision--

“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 the size standard in paragraph (a) of this provision.

“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 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 the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

(a) *Definition.* “Emerging small business” as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror () is, () is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror’s number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror’s average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees Avg. Annual 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

(End of Provision)

52.219-20 Notice of Emerging Small Business Set-Aside (Jan 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

(End of Provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross

revenue for the last 3 fiscal years [*check this column if size standard stated in solicitation is expressed in terms of annual receipts*]. [*Check one of the following.*]

No. of Employees	Avg. Annual 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

(End of provision)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) *Definition.* 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.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

(2) The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)