

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   16	
2. CONTRACT NO. W912P8-06-C-0089		3. SOLICITATION NO. W912P8-06-R-0089		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 Jan 2006	
7. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651 CODE W912P8			8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b> CODE				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".			<b>SOLICITATION</b>				
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>12:00 PM</u> local time <u>18 Jan 2006</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME GAYLE E ROUSE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 504-862-1547		C. E-MAIL ADDRESS Gayle.E.Rouse@mvn02.usace.army.mil	
<b>11. TABLE OF CONTENTS</b>							
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	A	SOLICITATION/ CONTRACT FORM				I	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
	C	DESCRIPTION/ SPECS./ WORK STATEMENT				J	LIST OF ATTACHMENTS
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR MWI CORPORATION JOHN SPRINGER 201 N FEDERAL HWY DEARFIELD BEACH FL 33441-1362 CODE 086C8				FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code) 954-445-2173		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$26,606,383.01		21. ACCOUNTING AND APPROPRIATION See Schedule		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) <b>See Item 7</b> CODE				25. PAYMENT WILL BE MADE BY USACE FINANCE CENTER 5722 INTREGITY DRIVE MILLINGTON TN 38054-5005 CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) CYNTHIA A NICHOLAS TEL: 504-862-2303 EMAIL: C					27. UNITED STATES OF AMERICA <i>Cynthia A. Nicholas</i> (Signature of Contracting Officer)		28. AWARD DATE 27-Jan-2006
IMPORTANT - Award will be made on this Form, or on Standard Form 20, or by other authorized official written notice.							

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Pumps, hydraulic, for installation at FFP London Avenue Canal. See attached specifications	12	Each	\$750,710.00	\$9,008,520.00

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NET AMT \$9,008,520.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Pumps, hydraulic for installation at FFP 17th Street Canal. See attached specifications	12	Each	\$750,710.00	\$9,008,520.00

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NET AMT \$9,008,520.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pumps, hydraulic, for installation at FFP Orleans Avenue Canal. See attached specifications.	10	Each	\$752,799.20	\$7,527,992.00

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NET AMT \$7,527,992.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	\$353,783.67	\$353,783.67
	Spare Complete Skid Mounted Pump/Engine FFP Drive Unit for London Avenue Canal. See attached specifications. As defined in Paragraph 2.3				

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NET AMT \$353,783.67

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each	\$353,783.67	\$353,783.67
	Spare Complete Skid Mounted Pump/Engine FFP Drive Unit for 17th Street Canal. See attached specifications. As defined in Paragraph 2.3				

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NET AMT \$353,783.67

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each	\$353,783.67	\$353,783.67
	Spare Complete Skid Mounted Pump/Engine FFP Drive Unit for Orleans Avenue Canal. See attached specifications. As defined in Paragraph 2.3				

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NET AMT \$353,783.67

Funded Amount \$0.00

FOB: Destination

Section C - Descriptions and Specifications

SPECIFICATIONS

SECTION 11311 - DRAINAGE PUMPS AND DIESEL ENGINE DRIVES

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Para No.	Paragraph Title	Page No.
1.	GENERAL.....	11311-1
2.	DRAINAGE PUMP.....	11311-2
3.	MEASUREMENT AND PAYMENT .....	11311-9

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## SECTION 11311 - DRAINAGE PUMPS AND DIESEL ENGINE DRIVES

## 1. GENERAL.

1.1 The work under this section shall consist of providing all pumping equipment including the hydraulically driven pumps, diesel drive units, and all piping, appurtenances, mechanical and electrical system as shown on the drawings and as specified herein.

The intent of this specification is to obtain from a pump manufacturer a complete fully functional pumping system whether or not all system components are contained in the specifications and drawings. The work to be performed under this specification shall include the furnishing of the necessary equipment, and appurtenances to provide three packages. Each package shall be associated with the installation locations. The first package is twelve (12) 60" hydraulic, single stage, oil lubricated, axial flow pumps, a 60" discharge elbow with matched skid mounted pump/diesel engine drive units for installation at London Ave canal. The second package is twelve (12) 60" hydraulic, single stage, oil lubricated, axial flow pumps with a 60" discharge elbow with matched diesel engine drive units for installation at 17<sup>th</sup> Street Canal. The third package is ten (10) 60" hydraulic, single stage, oil lubricated, axial flow pumps, a 60" discharge elbow with matched diesel engine drive units for installation at Orleans Ave. Canal.

Each package shall include hydraulically driven, axial flow propeller, completely submersible type with propeller bowl assembly, hydraulic motor assembly, suction bell assembly, discharge tube, cooling system, head assembly and all required hydraulic pipe, oil and hose as required whether or not specified herein.

One spare complete skid mounted pump/engine drive unit shall be supplied for each location. The pump manufacturer shall furnish with the bid, guaranteed pump performance curves based on shop tests of pumps in accordance with procedures as specified by Standards of Hydraulic Institute. Curves shall be certified by a professional engineer, registered in the state where the tests are conducted and employed full time by the pump manufacturer. Gearboxes shall not be permitted. Any bid not including such curves shall be considered non-responsive and shall not be accepted. No pump/engine packages shall be shipped prior to Government approval of testing. See paragraph 2.5 Pump Testing for additional requirements.

Before shipping the pumping equipment, the pump manufacturer shall furnish for the approval of the Government, five (5) complete copies of detailed specifications and dimensions of all equipment including catalog characteristic curves for the equipment which he proposes to supply. Pump and diesel drive unit dimension prints shall be submitted for approval before shipment. Prior to delivery of pumping equipment, the pump manufacturer shall submit for the approval of the Government certified performance curves of the pumps, showing gallons pumped per minute, horsepower requirements and pump efficiency over the entire head range of the pumps. The pump manufacturer shall be responsible for the delivery of all supplied equipment and materials. All delivered equipment and materials shall be packaged in weatherproof materials able to withstand sun, wind, humidity, temperature variations, rain, dirt and dust or other contaminants which are normally experienced in the New Orleans area during the summer months, excluding flooding, hurricanes and tornadoes. Packaging shall provide protection for a minimum of 90 days after delivery..

1.2 Five (5) complete sets of operating instructions and maintenance manuals shall be furnished with each item of equipment and shall be delivered intact into the Government's custody before final payment.

1.3 Shop drawings shall be submitted for all components and systems specified herein. Shop drawings shall contain information that clearly demonstrates that the complete system has been coordinated and will properly function as a unit. A complete listing of equipment and materials shall be provided. Shop drawings, detailed specifications, equipment dimensions, and characteristic pump curves shall be submitted to the Government for approval prior to shipment. The pump manufacturer shall provide submittals for the pump manufacturer's certified performance curves of the pumps, showing gallons pumped per minute, horsepower requirements and pump efficiency over the entire head range of the pumps

1.4 The pump and drive equipment to be furnished under this contract shall be made by a manufacturer regularly engaged in such work, and who has furnished like equipment and specialties for at least five (5) similar installations which have been continuously operating successfully for not less than five (5) years.

Evidence of this experience and data on the equipment and its operation in those installations shall be submitted to the GOVERNMENT at their request to determine whether the equipment and specialties offered meet the requirements of these specifications.

1.5 The pump bowls, propellers, and hydraulic drive units shall be the product of a single manufacturer. The supplier of the pumping equipment mentioned above shall assume responsibility for the proper functioning of the hydraulic motors, pumps, and hydraulic drive units as a complete system..

1.6 The pump manufacturer shall supply the services of a field (erection) engineer for the required period of consecutive working days necessary to supervise the complete installation of all equipment supplied by the pump manufacturer and to place the equipment in service.

1.7. All special tools necessary for the maintenance and operation of the pumps shall be furnished with the equipment.

1.8 All pumps shall be factory marked as indicated on the Schedule contained herein.

1.9 Data Plates: All data plates shall be of stainless steel suitably attached to the pump. Data plates shall contain the manufacturer's name, pump size and type, serial number, speed, impeller diameter, capacity and head rating, and other pertinent data.

1.10 The two layout drawings attached to this specification section is the basis for the operating points specified. The pump manufacturer shall guarantee that each pump shall operate at the flow and TDH operating points specified herein when installed as shown on the two layout drawings.

1.11 Pumps shall operate smoothly without cavitation or excess vibration within the operating range of water levels shown on the layout drawings.

## 2. DRAINAGE PUMP

2.1 General: The pump manufacturer shall furnish, as shown on the layout drawings, hydraulic axial flow drainage pumping units consisting of the pump , hydraulic motor. discharge elbow piping, and diesel drive unit, as specified herein or as shown on the drawings.

2.2 Pump Material and Design: The pumps to be furnished under this Specification shall be hydraulically driven, axial flow propeller, completely submersible type with propeller bowl assembly, hydraulic motor assembly, suction bell assembly, discharge tube and head assembly.

2.2.1 Suction Bell – The suction bell assembly shall be manufactured from alloy steel, 1/2” thick and conforming to ASTM A36, and shall have an inlet diameter of 1.5 times the propeller diameter. The inlet bell shall be constructed to minimize vortex formation by maintaining equal pressures and velocities across the entrance. Bars shall be placed across the bell mouth to prevent entrance of large sticks, logs or debris. Inlet bell face shall be parallel to the water surface regardless of the angle of installation.

2.2.2 Pump Bowl – The propeller bowl assembly section shall be a single stage, shop assembled unit consisting of a venturi housing, stainless steel liner, propeller shaft, bearings and stainless steel propeller blades. The venturi housing shall be manufactured from 3/4” thick alloy steel conforming to ASTM A242 and shall be fitted with a machined, removable housing liner of 300 series stainless steel of not less than 3/16” thickness and a liner length of not less than the pitch length of the propeller.

2.2.3 Propeller and Shaft – The pump propeller blades shall be manufactured using ASTM A304 stainless steel. The propeller shaft shall be machined from solid stainless steel bar stock and shall conform to ASME Code for transmission shafting to transmit full load torque and shall have additional safety factor for shock loads. The propeller shall be statically and dynamically balanced and secured firmly to the taper shaft with alignment key and locknut. The propeller shaft shall be machined from high tensile strength, solid stainless steel bar stock and shall conform to ASME Code for transmission shafting to transmit full load torque and shall have additional safety factor for shock loads. The propeller shaft shall be supported and contained in place for multiple angular contact bearings to prevent axial and radial misalignment or vibration of the shaft. The shaft bearing shall be sealed, self-lubricating by low pressure hydraulic oil designed for bearing life of 50,000 hours use. The propeller shaft and bearing assembly shall be contained in a machined bearing housing centrally supported by flow straightening vanes in the propeller bowl assembly and shall be protected against sand particle intrusion with bronze restrictor rings

2.2.4 Bearings - The propeller shaft shall be supported and contained in place by three multiple angular contact bearings. The shaft bearings shall be designed for an L10 life of 50,000 hours and lubricated by low pressure hydraulic oil. The propeller shaft and bearing assembly shall be contained in a machined bearing housing centrally supported by flow straightening vanes in the propeller bowl assembly and shall be protected against sand particle intrusion. The bearings shall be designed to accept thrust in either direction. A non-reverse rotation mechanism will be included (except in two way pumping applications). Bearings designed to accept thrust in either direction, along with a reverse rotation mechanism, are contained within the hydraulic system. A hydraulic system monitoring device to allow diagnosing hydraulic system behavior even while pump is still submerged shall also be included

2.2.5 The discharge tube and head assembly shall be manufactured as shown on the layout drawings and the material shall be abrasive resistance steel conforming to ASTM A36 with a minimum wall thickness of 1/2". The complete pump assembly shall be sand blasted to near white and painted inside and out with black bitumastic enamel equal to Zophar triple A or with Porter Tarsset epoxy or equal.

2.2.6 Hydraulic Motor - The hydraulic motor assembly section shall consist of the assembly housing, hydraulic motor, propeller shaft coupling and inlet and outlet port pipe connections. The assembly housing shall be manufactured from 1/2" thick alloy steel conforming to ASTM A242 and shall be fitted with connecting flanges for assembly with the pump bowl assembly and the discharge pipe assembly. The housing assembly shall contain a hydraulic motor which shall be coupled to the mating propeller shaft by means of a jaw or chain type coupling. The hydraulic motor, bearings, shaft and coupling shall be enclosed and sealed to permit totally submerged operation in any position. The hydraulic motor shall be provided with inlet and outlet pipes extending from hydraulic motor through the assembly housing and terminate with quick coupling connections. The hydraulic motor shall be mounted on the discharge side of the propeller as to minimize NPSH requirements, avoid clogging of the intake and induce more efficient oil cooling. Suction side installations shall not be permitted.

2.2.7 All bolts, assembly pins, keepers, nuts and washers shall be of Type 304 stainless steel.

2.3 Diesel Drive Unit - Each pump shall be supplied with an individual pump/diesel power unit as specified herein. The pump drive unit shall be manufactured and tested at the same factory as the pumping unit to provide a single source of responsibility and for the proper coordination of all components of the system. The unit shall consist of an oil reservoir, a fixed displacement hydraulic pump, a diesel engine, inter-connecting piping, 200 gallon day tank, hydraulic control panel, valves and accessories mounted on a steel base with lifting eyes. The pump manufacturer shall verify the adequacy of the diesel drive units.

2.31 Hydraulic pump shall be a fixed displacement vane type unit capable of continuous operation.

2.3.2 The driver shall be non-overloading over the entire range of pump of

Pump operation. The diesel power source shall be a diesel engine rated 720 BHP at 1,800 rpm having a continuous duty rating. The unit shall be fully equipped with radiator, batteries and cable, safety shutdown switches and residential grade silencer with exhaust piping incased with calcium silicate for heat reduction. The diesel engine shall be turbocharged and operate satisfactorily on No.2D diesel fuel conforming to ASTM D 975. Ratings shall be decreased as indicated by the manufacturer's engine performance data. Engines shall be suitable for use at an ambient temperature of 122F. Engine speed shall not exceed 1800 rpm when driving the pump at rated conditions. The engines shall be current models of a type in regular production and shall be complete with all devices which are normally furnished with the engine. Approved engine jacket water and lube oil heaters shall be provided as recommended by the engine manufacturer. Engines shall be capable of starting and assuming full load in 10 to 15 seconds. The engines shall be electric start and be supplied with all necessary heavy duty batteries, cables and automatic float type chargers providing continuous taper charging.

2.3.3 Power units shall be factory assembled and skid-mounted. Hydraulic equipment shall include but not be limited to: a full flow oil filter, adjustable pressure relief valves at each pump outlet, pressure and temperature gauges, quick connect couplings and safety shut down controls for low oil pressure and high oil temperature. All systems shall be assembled, piped and tested prior to delivery to the site.

2.3.4 A hydraulic system monitoring device to allow diagnosing hydraulic system behavior even while pump is still submerged shall also be included.

2.3.5 The drive system shall include a "clutch" starting system which allows the prime mover to start under a no-load condition and gradually engage the load over a 15 to 30 second time period. The "clutch" system shall be used to gradually disengage the load prior to shut-off of the prime mover upon receiving signal for pump shut-off. An automatic system option shall be provided.

2.3.6 Sufficient hydraulic oil cooling capacity shall be provided to sustain direct sunlight radiation as well as ambient temperatures up to 122°F (50°C) without excessive heating of the hydraulic oil. The hydraulic oil shall be prevented, by the cooling system, from reaching a temperature which would produce any reduction of pumping capacity. All components of the cooling system shall be protected from damage due to water borne debris. Pump manufacturer shall submit with bid satisfaction proof of operational experience under similar conditions.

2.3.7 The control system shall be provided by the pump manufacturer and be designed to be operator friendly and to be easily installed. The installation of the control system shall be supervised by the pump manufacturer to ensure proper operation of the units. Diesel Drive units shall be capable of being started and stopped automatically by a master control station to be installed by others..

2.4 Hydraulic Piping and Hose: Hydraulic lines connecting the power unit to the pumping unit shall be a combination of black steel pipe and reinforced hose and shall be installed in accordance with the drawings and as specified herein. Supply pipe shall be ASTM A106, Schedule 80 seamless black steel pipe, and return pipes shall be ASTM A106, Schedule 40 seamless black steel pipe. All hydraulic pipe shall be pickled, oiled and plugged (P.O.P.). All reinforced supply hose shall be double wire braid reinforcement and shall have minimum safe working pressure of 3,000 psi. All pipe fittings shall be socket weld type (with socket weld to thread fittings at conversion point of pipe to reinforced hose). Quick connect couplings shall be provided at connection points of drive unit and water pump. Both supply and return piping shall be sized by the pump manufacturer and internal velocities shall not exceed 15 fps. Hose lengths shall be determined in the field after erection of pumps. For purposes of submitting this bid, the pump manufacturer shall assume that Pump Drivers shall be located approximately 150 feet away from each pump. Taking into account the above assumption and the layout drawings the pump manufacturer shall furnish the required length of black steel supply and return pipe and hydraulic hose to install and operate all furnished pumps and diesel engine drive units.

2.5 Pump Testing:



2.5.1 Each pump and hydraulic power transmission system shall be factory pressure tested statically to maximum design psi for a minimum of 90 minutes at design operating temperatures with every plumbing connection checked for possible leaks. In the event a leak is observed or detected, it shall be repaired and the test be repeated until all leaks are eliminated.

2.5.2 Each pump and hydraulic power transmission system shall be factory pressure tested dynamically to maximum operating speeds, pressures and temperatures for a minimum period of 15 minutes. The dynamic test shall be conducted in a horizontal variable speed dynamometer that is capable of varying torque loads from 0 to maximum required horsepower as specified.

2.5.3 The field test shall be witnessed by the Government. All plumbing fittings and hydraulic equipment shall be inspected again for leakage. Should leakage be detected or observed, repairs shall be made and tests performed again, until all leaks or losses are detected and repaired.

2.5.4 Full size factory testing shall be witnessed by the Government prior to shipment of the pumps. All tests shall be in accordance with Hydraulic Institute Standards.

2.5.5 Pump discharge and head testing shall be conducted in an open sump at the manufacturer's testing facility in accordance with the Hydraulic Institute Standards and in the presence of a registered professional engineer. Data from previous pump tests, if available, can be furnished in lieu of new tests.

2.6 Installation and Supervision:

2.6.1 The pump manufacturer shall coordinate the installation of the pumps with the Construction Contractor and the Government. All construction and installation shall be in conformance with the drawings and specifications and the pump manufacturer's recommendations.

2.6.2 The pump manufacturer shall provide for final inspection and testing of the system and shall make necessary adjustments to the control system prior to actual start-up tests. Start-up tests and demonstration shall be performed by the pump manufacturer's representative and the Contractor, and witnessed by the Government. Three (3) sets of operating and maintenance manuals and start-up procedures shall be provided to the Government. The pump manufacturer shall train and instruct owner's operator on all equipment (minimum three 8-hour days over and above the time required to start up and test the pumps).

2.7 Warranty: The entire hydraulic pump system including hydraulic motors, pumps, diesel engine drives, and associated equipment as specified herein, shall be warranted for two (2) years by the pump manufacturer against defects in material and workmanship, under normal use and service from the date of start-up of the pumps.

2.8 Spare Parts Additional pump/engine drivers shall part of this contract as specified in paragraph 1.1.

2.9 Substitution of Materials or Equipment: The procedure for review by the Government will be as set forth in the following paragraph:

Requests for review of substitute items of material and equipment will not be accepted by the Government from anyone other than a bidding pump manufacturer. Requests for substitution shall be made no later than 10 calendar days after bids for the pumps are to be received. If the pump manufacturer wishes to furnish or use a substitute item of material or equipment, the pump manufacturer shall make written application to the Government for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change to the layout drawings attached or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute form that was specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application

will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other pump manufacturers affected by the resulting change, all of which shall be considered by the Government in evaluating the proposed substitute. The Government may require the Pump manufacturer to furnish at the Pump manufacturer's expense, additional data about the proposed substitute. The Government will be the sole judge of acceptability, and no substitute will be ordered or installed without the Government's prior written acceptance. The Owner may require the Pump manufacturer to furnish at the Pump manufacturer's expense, a special performance guarantee or other surety with respect to any substitute.

2.10 Schedule of Operating Conditions for Drainage Pump

Design Condition	Max Head DesignPoint	Operating Point	Low Head Design Point
Flow	85,000 gpm	98,000 gpm	105,000 gpm
Total Dynamic Head (TDH)	16.8 FT.	12.1 FT.	8.5 FT.
% efficiency	80%	81%	80%
Max. Speed	400 RPM	400 RPM	400 RPM
Max. Horse Power (HP)	720	690	640

- NOTE:**
- a) Max. solid size = 4 inches
  - b) Pumps will be pumping water from an open channel to another open channel.
  - c) The conditions shown above are in order to indicate the general ratings of the head-capacity curve in the region of normal operation. The pump furnished shall be operable through the entire range and within a tolerance of 0 to plus 5% of capacity in GPM at a given TDH in feet of water.

2.11 Reserved

2.12 Reserved:

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes--Fixed Price	AUG 1987
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for \_\_\_\_\_ --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within \_\_\_\_\_.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

**Special Small Business/Local Business reporting requirement:** In addition to other contract requirements of this contract, contractor shall, as a part of its subcontract program management and subcontracting plan, submit a report within 7 days of contract award, and weekly thereafter for the first 90 days of contract performance. Thereafter, reports will be submitted monthly. The report shall include information on all subcontract work awarded. Report format may be selected by the contractor, but as a minimum, the report shall include total dollars awarded on the contract to date to each of the following categories: large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, , Historically Black Colleges/Minority Institutions. Also report total dollars awarded to local

businesses in each of the following categories large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, Historically Black Colleges/Minority Institutions. Report shall be submitted electronically to Dianne.Allen@mvn02.usace.army.mil. Other reporting requirements of this contract remain unchanged.

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, New Orleans District, P. O. Box 60267, New Orleans, LA 70160-0267, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE, New Orleans District, P. O. Box 60267, New Orleans, LA 70160-0267, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USACE, New Orleans District, P. O. Box 60267, New Orleans, LA 70160-0267, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)