

APR. 14. 2008 9:11AM

FEM.

NO. 798

P. 2

NOTICE: Total SET-ASLUM

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. HSFELA-08-R-0011	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 93
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. HSFELA-08-C-0117		5. REQUISITION/PURCHASE REQUEST NO. 2N00609Y2009T		6. PROJECT NO.	
7. ISSUED BY US DEPARTMENT OF HOMELAND SECURITY/FEMA Acquisitions Gulf Coast Recovery Office 415 N. 15 Street Baton Rouge LA 70802		8. ADDRESS OFFER TO SAME AS BLOCK 7			
9. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE NO. (include area code) C. COLLECT CALLS	

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, identify no., date):

THIS CONTRACT IS ISSUED AGAINST RFP HSFELA-08-R-0011 AS AN ACCEPTANCE OF SPECIFIC SITES OFFERED BY THE CONTRACTOR. THE GOVERNMENT HEREBY ACCEPTS THE FOLLOWING CONTRACT LINE ITEM NUMBERS/SITES:

- 0002- METROPOLITAN DEVELOPMENT CENTER
- 0003- CHALMETTE RETAIL CENTER
- 0005- HARVEY STATE BUILDING
- 0006- BRIDGE CITY CENTER FOR THE YOUTH
- 0007- DODD

ALL SITES SHALL BE RESTORED IN ACCORDANCE WITH THE ATTACHED STATEMENTS OF WORK. THIS CONTRACT DOES NOT CHANGE ANY TERMS AND CONDITIONS OF SOLICITATION HSFELA-08-R-0011 TO INCLUDE THE OFFEROR'S PROPOSAL IN RESPONSE TO THE FOREMENTIONED SOLICITATION. PROPOSALS SUBMITTED IN RESPONSE TO HSFELA-08-R-0011 FOR THE SPECIFIC ITEMS ABOVE SHALL BE INCORPORATED BY REFERENCE INTO THIS CONTRACT

THE CONTRACTOR ACKNOWLEDGES PARTIAL ACCEPTANCE OF THE SPECIFIC CONTRACT LINE ITEM NUMBERS/SITES IDENTIFIED ABOVE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

11. The Contractor shall begin performance within 1 calendar days and complete it within SEE SEC. F calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See 51.11-10)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? #1 "YES" indicate within how many calendar days after award (in form 12B.) YES NO 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by (hour) local time 03-13-2009 (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, 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 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.

APR. 14. 2008 9:12AM

FEMA

NO. 798

P. 3

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

RCG ENTERPRISES INC

1101 S FAIRFIELD DR

PENSACOLA FL 325065909

CODE FACILITY CODE

15. TELEPHONE NO. (Include area code)

850 453-5100

16. REMITTANCE ADDRESS (include only if different than item 14)

SAME AS BLOCK 14

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 a number equal to or greater than the minimum requirement stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

AMOUNTS

8120,411.09

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 (Type or print)

JOSE TORRES V-P OPS

20B. SIGNATURE

[Signature]

20C. OFFER DATE

4/17/08

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

\$120,411.09

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(e) () 41 U.S.C. 253(e) ()

26. ADMINISTERED BY CODE

SAME AS BLOCK 7

27. PAYMENT WILL BE MADE BY

US DEPARTMENT OF HOMELAND SECURITY/FEMA
DISASTER FINANCE CENTER
ATTN: VENDOR PAYMENTS (OR1603/1607)
PO BOX 600
BERRYVILLE VA 22611

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) 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 incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

JOSE TORRES V.P. OPERATIONS

31A. NAME OF CONTRACTING OFFICER (Type or print)

ROBERT N. DUZAN

30B. SIGNATURE

[Signature]

30C. DATE

4/17/08

31B. UNITED STATES OF AMERICA

BY *[Signature]* 4/17/08

SOLICITATION, OFFER AND AWARD
(Construction, Alteration, or Repair)

1. SOLICITATION NO. HSEELA-08-R-0011	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 36
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. HSEELA-08-C-0117	5. REQUISITION/PURCHASE REQUEST NO. 2NU0609Y2008T	6. PROJECT NO.
7. ISSUED BY US DEPARTMENT OF HOMELAND SECURITY/FEMA Acquisitions Gulf Coast Recovery Office 1250 Poydras Street -18th Floor New Orleans LA 70113	8. ADDRESS OFFER TO SAME AS BLOCK 7	
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS)

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)

THIS CONTRACT IS ISSUED AGAINST RFP HSEELA-08-R-0011 AS AN ACCEPTANCE OF SPECIFIC SITES OFFERED BY THE CONTRACTOR. THE GOVERNMENT HEREBY ACCEPTS THE FOLLOWING CONTRACT LINE ITEM NUMBERS/SITES:

- 0002- METROPOLITAN DEVELOPMENT CENTER
- 0003- CHALMETTE RETAIL CENTER
- 0005- HARVEY STATE BUILDING
- 0006- BRIDGE CITY CENTER FOR THE YOUTH
- 0007- DOTD

ALL SITES SHALL BE RESTORED IN ACCORDANCE WITH THE ATTACHED STATEMENTS OF WORK. THIS CONTRACT DOES NOT CHANGE ANY TERMS AND CONDITIONS OF SOLICITATION HSEELA-08-R-0003 TO INCLUDE THE OFFERORS PROPOSAL IN RESPONSE TO THE AFOREMENTIONED SOLICITATION. PROPOSALS SUBMITTED IN RESPONSE TO HSEELA-08-R-0003 FOR THE SPECIFIC ITEMS ABOVE SHALL BE INCORPORATED BY REFERENCE INTO THIS CONTRACT.

THE CONTRACTOR ACKNOWLEDGES PARTIAL ACCEPTANCE OF THE SPECIFIC CONTRACT LINE ITEM NUMBERS/SITES IDENTIFIED ABOVE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

11. The Contractor shall begin performance within 1 calendar days and complete it within SEE SEC. F calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See 52.211-10)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.)
 YES NO 12B. CALENDAR DAYS
10

13. ADDITIONAL SOLICITATION REQUIREMENTS.

- A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by (hour) local time 03-13-2008 (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, 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.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0002	RESTORATION WORK AS PRESCRIBED IN THE STATEMENT OF WORK FOR THE METRO DEVELOPMENT CENTER SITE LOCATED AT 251 F. EDWARD HEBERT BLVD., BELLE CHASE, LA 70037. FUNDING/REQ NO: 2:	1.00	LOT	(b)(4)	(b)(4) TN00552Y2008T
0003	RESTORATION WORK AS PRESCRIBED IN THE STATEMENT OF WORK FOR CHALMETTE RETAIL CENTER SITE LOCATED AT 8400 WEST JUDGE PEREZ BLVD., CHALMETTE, LA 70043. FUNDING/REQ NO: 1:	1.00	LOT	(b)(4)	(b)(4) TN00545Y2008T
0005	RESTORATION WORK AS PRESCRIBED IN THE STATEMENT OF WORK FOR THE HARVEY STATE BUILDING SITE LOCATED AT 2150 WEST BANK EXPRESSWAY, HARVEY, LA 70058. FUNDING/REQ NO: 5: FUNDING/REQ NO: 6:	1.00	LOT	(b)(4)	(b)(4) TN00612Y2008T TN00838Y2008T
0006	RESTORATION WORK AS PRESCRIBED IN THE STATEMENT OF WORK FOR THE BRIDGE CITY CENTER FOR THE YOUTH SITE LOCATED AT 3225 RIVER ROAD, BRIDGE CITY, LA 70094. FUNDING/REQ NO: 4:	1.00	LOT	(b)(4)	(b)(4) TN00610Y2008T
0007	RESTORATION WORK AS PRESCRIBED IN THE STATEMENT OF WORK FOR THE DOTD LOT SITE LOCATED AT 1440 HWY. 90, BRIDGE CITY, LA 70096.	1.00	LOT	(b)(4)	(b)(4)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

[For this Contract, there are NO clauses in this Section]

SECTION D - PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

See attached document SECTION E.

[For this Contract, there are NO clauses in this Section]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA

[For this Contract, there are NO clauses in this Section]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

[For this Contract, there are NO clauses in this Section]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.222-3	CONVICT LABOR	JUN 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
52.222-26	EQUAL OPPORTUNITY	MAR 2007
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	SEP 2006
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	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003

HSFELA-08-C-0117**Section I**

52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA	NOV 2007
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
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
52.236-2	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
\$ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2008
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
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
3052.219-71	DHS MENTOR-PROTÉGÉ PROGRAM	JUN 2006
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	DEC 2003
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY	DEC 2003
3052.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES -- APPLICABLE LICENSES AND	JUN 2006

3052.228-70	PERMITS	DEC 2003
3052.242-71	INSURANCE	DEC 2003
3052.245-70	DISSEMINATION OF CONTRACT INFORMATION	JUN 2006
	GOVERNMENT PROPERTY REPORTS	

1.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (c) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 238910 assigned to contract number HSFELA-08-C-0117.

[Contractor to sign and date and insert authorized signer's name and title].

1.3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1.4 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 et seq.). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

1.5 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005)

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

"Component" means any article, material, or supply incorporated directly into 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 end product (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; or

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

"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. 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:

(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	Unit of Quantity	Price (dollars)*

Item 1:

Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....

Item 2:

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).]

I.6 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be percent of the bid price or , whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.7 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

(b) The amount of the payment protection shall be 100 percent of the contract price.

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

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

1.8 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(xi) Any other information or documentation required by the contract.

**STATEMENT OF WORK
FOR
HARVEY STATE BUILDING
RESTORATION**

**HARVEY STATE BUILDING
2150 WEST BANK EXPRESSWAY
HARVEY, JEFFERSON, LA 70058**

**STATEMENT OF WORK
FOR
GROUP SITE RESTORATION**

1. DESCRIPTION OF SERVICES. The contractor shall name and appoint a contract manager, identifying same to the Government, and shall provide all management, tools, supplies, equipment, labor and applicable licenses and permits necessary to the deactivation, deconstruction and restoration of this FEMA Exclusive Group Site as part of the disaster recovery process. The contractor shall deconstruct and restore the site to the previous usage and condition as much as possible, as defined by FEMA, which has been agreed to between the government and the property owner, and shall ensure that all services at **Harvey State Building** are performed in a manner that will restore a neat and professional appearance of base areas. Upon notification by the contracting officer through the issuance of a delivery or task order, the contractor shall perform restoration services in areas covered under this contract.

1.1. DESCRIPTION OF WORK: The contractor shall perform general removal, excavation, reinstallation and repair of those items identified by the Government in Paragraph 2, and shall leave in place those items designated to remain on site. The contractor shall remove and dispose of all debris at an off-base location or landfill in accordance with local, state, and federal regulations and procedures.

1.1.1. SPECIAL CONDITIONS. This site will be returned to use as parking lot, with limited improvements to be removed, and the majority of fixed improvements to remain, as detailed in paragraph 2, below. This is a state-owned site and no approval is necessary from the parish floodplain administrator.

1.1.2. PRE-SITE CONDITIONS: The functions to be performed are to restore the site to the conditions existing at the time FEMA contractors commenced work to utilize the site for THU purposes, but consistent with the property owner's request that certain specified improvements be left in place, as stated in paragraph 2, below. Any work necessary or required to make each task complete and operable for its intended purpose so as to satisfy the intent of the work, even though not specifically stated herein or in the Performance Work Statement, shall be performed by the contractor at no additional cost as incidental work as if described fully and completely therein. The Contractor shall be responsible for field-verifying site conditions prior to bid.

1.1.3. Property Determination. Paragraph 2 identifies the distribution of the property between the Property Owner, the Government and for the Contractor to dispose, repair or restore.

1.2. Hauling. All materials, debris or dirt hauled by the contractor shall be contained, tied, or enclosed to prevent leaking, spilling, or blowing.

Landowner initial:

(b)(6)

1.2.2. **Transportation Routes.** The contractor shall ensure all materials, debris or dirt is promptly removed from any transportation route if such materials, debris or dirt is spilled, blown, or leaked from hauling equipment and vehicles. The contractor shall remove all dirt and mud caused by tracks of hauling equipment within one hour of notification by the government.

1.2.3. **Disposal.** All debris collected by the contractor shall be disposed of in an authorized landfill or transfer station. No disposal is allowed on unapproved roadways, locations or properties not designated by the city or state. Unapproved dumping will be cause to terminate the contractor and fines may be imposed by state or federal authorized officials. Burning is not allowed. The contractor shall provide the government evaluator with a copy of each dump receipt at the conclusion of every disposal.

1.3. **RECYCLING.** Recycling is encouraged for both waste reduction and cost reduction purposes. Debris by-products have been used in many recycling efforts such as compost for nurseries, wood chipping for soil cover, erosion protection for shorelines and drainage areas, fill for land reclamation, and as reinforcing cover in sanitary landfills.

1.4. **EMERGENCIES OR SPECIAL EVENT SERVICES:** Upon notification of an emergency, the contract manager shall respond within one (1) hour to meet with the contracting officer, COTR or designee or other government representative and initiate emergency services. Upon receiving direction by the contracting officer, COTR or designee, the contractor personnel shall begin emergency work within two hours. The contracting officer, COTR or designee will notify the contractor as soon as a special event requirement is known, but not less than 24 hours prior to the event.

2. SERVICE DELIVERY SUMMARY.

Performance Objectives	SOW	Performance Threshold
<p>Items to be removed:</p> <ol style="list-style-type: none"> 1. Remove all street signage. 2. Remove sign at right front gate opening. 3. Remove light at right front gate opening, facing sign. 4. Remove 3 - Mail boxes. 5. Remove 4 - dumpsters. 6. Remove curbing around dumpsters. 7. Remove 4 - wooden fence surrounding dumpsters. 8. Remove privacy screening on fencing on three sides of the site, EXCEPT - south end of property (closest to apartment complex). Privacy screening to be provided to Office of State Buildings (owner). See POC. <p>Items to remain:</p> <ol style="list-style-type: none"> 1. Leave All fencing enclosing perimeter of site. 	<p>Para 1, 1.1, 1.1.1, 1.1.2</p>	<p>All work shall be performed in accordance with industry standards and applicable FEMA specifications</p>

<p>2. Privacy screening or fencing on southern end of property (closest to apartment complex) is to remain.</p> <p>3. Leave 2 - Fire Hydrants and bollards.</p> <p>4. Leave ALL limestone in place as is.</p> <p>5. Leave ALL asphalt in place as is.</p> <p>6. Leave concrete entrance aprons as is.</p> <p>7. Leave ALL light poles in place attached and energized as is.</p> <p>8. Leave water source infrastructure at front of park in place. Water meter to be removed and line capped above ground.</p> <p>9. Leave 3 - transformers and site power pole in place.</p> <p>10. Leave 1 - power distribution box / panels, wiring and associated poles in place.</p> <p>11. Leave 1 - wire ground box in place as is.</p> <p>12. Leave 1 - main electrical box in place as is.</p> <p>13. Cap, bury and mark - 44 - outlet boxes.</p> <p>14. Cap, bury and mark - 25 - breaker boxes.</p> <p>15. Cap, bury and mark - 20 - meter boxes.</p> <p>16. Cap, bury and mark - 16 - hose bibs.</p> <p>17. Cap, bury and mark all electrical infrastructure.</p> <p>18. Cap, bury and mark all water infrastructure.</p> <p>19. Cap, bury and mark all sewer infrastructure.</p> <p>Items to be repaired / restored</p> <p>1. Fence on west (street side) has two openings. POC requests a set of double gates be installed or a single gate with additional fencing to provide closure of fencing around the site.</p> <p>Other details</p> <p>1. A general cleanup of the site upon completion of restoration work is requested, grade to level.</p>		
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3. **GOVERNMENT FURNISHED PROPERTY AND SERVICES:** None. Government furnished property has been removed by the Government.

4. **GENERAL INFORMATION.**

4.1. **QUALITY CONTROL.** Because of the nature of the work, the contractor must ensure quality control is performed. As a minimum, the contractor shall develop quality control procedures addressing the areas identified in Paragraph 2, Service Delivery Summary. The government evaluator must have a specific quality control inspector to notify in case of customer complaints. The quality control inspector is also known as the Contracting Officer Technical Representative (COTR)

(b)(6)

4.2. QUALITY ASSURANCE. The government will periodically evaluate the contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP).

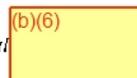
4.3. GOVERNMENT REMEDIES. The contracting officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 1997), for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

4.4. HOURS OF OPERATION. The contractor shall perform all debris removal operations during daylight hours, except for emergency situations as designated by the government.

4.5. SECURITY REQUIREMENTS. The Contractor is responsible to maintain security of their tools, equipment and property. The Contractor is responsible for security of recycled or salvage materials from the effective start date to the completion of the project.

4.6. SPECIAL QUALIFICATIONS. Remove all construction debris and provide general clean-up of site.

5.0 OTHER DETAILS. None



ACKNOWLEDGMENT OF SCOPE OF WORK

I certify that I am the landowner of the property described as:

Harvey State Building

The undersigned Landowner hereby acknowledges that he/she has thoroughly reviewed or was given the opportunity to thoroughly review the attached Scope of Work, including any relevant maps, drawings, or sketches, which set for the conditions upon which FEMA will return the land to Landowner. Unless otherwise specified herein, FEMA, its agents, or a FEMA hired independent contractor shall conduct all work as previously defined in the Statement of Objective document dated 10/29/07. All documents inclusive in the Statement of Work or incorporated by reference herein are made a part of this Acknowledgment.

FEMA and Landowner further agree that:

N/A

The Landowner certifies that this Acknowledgement and all incorporated documents represent the entire Statement of Work, Landowner is fully satisfied with the Statement of Work, and Landowner agrees and accepts to FEMA initiating the work specified herein.

Signed this 16th day of November, 2007

(b)(6)

Printed Name of Landowner

(b)(6)

Signed Name of Landowner or Representative

Address: 2150 West Bank Expy., Harvey, LA 70058
Phone: 225-219-4800

Landowner initial:

(b)(6)

ADDENDUM

The Statement Of Work For Group Site Restorations is amended in the following respects:

1. Following Section 1.1.1 "Special Conditions", a new section detailing "Specified Tasks" is to be placed in Section 1.1.2, as provided below:

2. 1.1.1 SPECIAL CONDITIONS - the wording herein remains unchanged.

3. 1.1.2 "PRE-SITE CONDITIONS" shall be renumbered as 1.1.3 "PRE-SITE CONDITIONS".

4. 1.1.3 "PROPERTY DETERMINATION" shall be renumbered as 1.1.4 "PROPERTY DETERMINATION".

5. 5.0 Is hereby corrected as stated below so as to reference Attachment 1: Electrical De-Construction/Restoration Procedure.

6. 1.1.1 SPECIAL CONDITIONS (this remains as shown in the original SOW).

7. As provided in paragraph 1, above, a new section detailing specified tasks is to be included in Section 1.1.2, as follows:

1.1.2. SPECIFIED TASKS. The contractor shall perform the tasks specified below, including the submission of a fee schedule for services and equipment to be contained in the proposal, separately proposed for each task, in accordance with the cost statement in the contractor's proposal. Projected major material purchases shall be included in the proposal.

1.1.2.1 Prior to the actual start date, a Pre-Construction Site visit or meeting will be conducted with the FEMA designated COTR, Restoration Coordinator, or other representative, as directed by FEMA, which shall be scheduled upon submission by the contractor of the documents required by Sub-Section 1.1.2.2, below.

1.1.2.2. The development and submission of a Schedule of Values, including a time line for construction, Scope of Performance/Restoration Plan (Description of the Work), Work Completion Schedule and Quality Control Plan, all of which shall be submitted to FEMA at the Pre-Construction Site visit or meeting.

1.1.2.3. The Schedule of Values shall itemize all the activities necessary to complete the work specified in this Statement of Work, including, but not limited to mobilization, clearing, infrastructure removal (water/sewer/electrical; gravel/limestone/asphalt/concrete), grading, seeding, etc., with a separate item for each of the required restoration activities.

1.1.2.4. Upon award, the Contracting Officer shall authorize the COTR to issue a Notice To Proceed (NTP), in accordance with and upon satisfaction of the requirements above. The contractor may be required to initiate mobilization within 24 hours following issuance of the NTP.

1.1.2.5. The contractor shall be responsible for implementing all necessary work control procedures to insure timely completion of the work requirements specified in this Statement of Work and in the Work Completion Schedule (Sub-Section 1.1.2.2, above), as well as maintaining a Daily Work Log and tracking work in progress on a daily basis and reporting same when called upon by FEMA. The contractor shall also report any safety issues as they occur, and any measures taken in response or to mitigate such issues, as well as any deviations from the Statement of Work and Work Completion Schedule.

1.1.2.6. Pre-Final and/or Final Site Walk-Through. The contractor shall notify the FEMA designated COTR, Restoration Coordinator or other representative, as may be directed by FEMA, at least 72 hours in advance of the projected site restoration completion in order to schedule a Pre-Final and/or Final Site Walk-Through. At the time of the Walk-Through, all parties will have all necessary documents and/or forms in order to execute a "Release of Claims" from the owner of the site.

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*

5.0 OTHER DETAILS. See Attach #1 for Electrical De-Construction/Restoration Procedures.

All other terms and conditions of the Statement of Work remain unchanged.

Attachment 1

Electrical De-Construction/Restoration Procedure

For de-construction of the Park's electrical system, standard procedures shall be followed by the Contractor as follows:

- 1) Conduct a complete on-site electrical/power "survey" of the Park including both the under ground and above ground system components to determine physical layout in preparation for de-energizing and isolating all equipment/electrical circuits. Clearly mark/tag those circuits/power lines/components that will be "REMOVED" and ones to be "RETAINED" within the Park during the de-construction and site restoration activities as listed/described in the Park's Restoration Statement of Work (SOW) and other contract supporting documents.
- 2) Before de-construction activities will be initiated, the Park's electrical system will be de-energized by contacting the Landowner who will contact the power service provider (i.e.The Entergy Corp). The power company will normally cut the high voltage power lines feeding the Park's Transformers/ Main Breaker Panels. The electrical system will be grounded to drain any residual power before any other electrical work is initiated.
- 3) The electrical conductors (in conduit) providing service for each of the utility corridors that are to be REMOVED will be "disconnected" from the identified breakers in the Main Panel and then for each individual trailer breaker box(s) within the utility corridor. Repeat this disconnection procedure for all utility corridors where the electrical system is to be REMOVED.
- 4) Each disconnected conductor (in conduit) that is "below ground" will then be pulled/REMOVED. All above ground conductors (in conduit), cabletrays, or other raceways will also be REMOVED from the utility support struts/mounting posts.
- 5) For all circuits/power that are to "REMAIN" operational on-site, will require **Testing**. Power will need to be restored to the Park before testing can be accomplished/demonstrated.
- 6) Safety is required and standard electrical procedures must be followed throughout the de-construction and restoration activities. **Licensed electricians** must be used for testing and for any work on electrical equipment/systems that will REMAIN on-site as required by local building codes.
- 7) REMOVAL of Power Poles w/without Transformers and Light Poles—Standard equipment such as special boom trucks will be utilized to REMOVE Poles, Transformers, Overhead power lines, and lights during de-construction operations, as stated in the SOW. All work near energized overhead high voltage lines will be accomplished by **licensed electricians** as required by local building codes.
- 8) REMOVAL of Park's Electrical Power Panels. All Panels will be REMOVED, except ones required for continuous electrical service to "components left-in-place in the Park" as requested by the Landowner in the SOW. No work will be accomplished on energized circuits unless approved in writing by the Contracting Officer Technical Representative(COTR). All work approved by the COTR will be accomplished by **licensed electricians**.

**ADDENDUM #1
TO
STATEMENT OF WORK
FOR
HARVEY STATE BUILDING
RESTORATION**

March 11, 2008

The Statement of Work for this site restoration is amended and re-stated for the purpose of adding certain Specified Tasks to be completed by the contractor, and for correcting certain items in the Service Delivery Summary in Section 2 which have changed due to site alterations, as follows:

- I. The Service Delivery Summary in Section 2 is amended in the following respects:
- A. Under "Items to be removed", make the following revisions to the numbered items:
1. Add to #4 – should say remove the mail box "pad"
 2. Delete #5 - dumpsters. There are no dumpsters. The dumpster pad will remain on site (the curbing will still be removed).
 3. Clarification #8 – the privacy screening is to be removed at all 3 sides of the site leaving the screening along the side that separates the site from a number of apartment complexes.
- B. Under "Items to remain", make the following revisions to the numbered items:
1. Delete #'s 11 and 12 – all breaker boxes will be buried.
 2. Clarification #'s 13 – 19 – POC will clarify method for marking buried infrastructure
- C. Under "Items to be repaired / restored", make the following revisions to the numbered items:
1. Clarification re: fence installation – 2 sets of double swing gates are to be installed with barbed wire along top as to match pre-existing perimeter fencing.
- * * *

All other terms and conditions of the Statement of Work remain unchanged. Bidders are to acknowledge receipt of this Addendum by signing and attaching a copy to their bid for this solicitation.

Addendum received, read and acknowledge this ____ day of March, 2008.

By: _____

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the

Government for such interest penalty. A cost- reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

1.9 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

(b) Weather Conditions:

(c) Transportation Facilities

(d) Other Physical Data

1.10 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

I.11 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>

I.12 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) ALTERNATE II (JUN 2006)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other

investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

I.13 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4- year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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[For this Contract, there are NO attachments in this Section]