

Section 00 01 10 - Table of Contents

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Bid Schedule		

Section 00 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ERDC JOC BASE FFP Contractor shall provide, upon receipt of a task order, all work, materials, supplies, supervision, labor, transportation, and equipment (except when specified as Government Furnished) for maintenance, repair, upgrade and construction of real property facilities for Engineer Research and Development Center (ERDC) in Vicksburg, MS in strict accordance with all the terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits. FOB: Destination PSC CD: Y1QA	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	ERDC JOC Option Year 1 FFP Contractor shall provide, upon receipt of a task order, all work, materials, supplies, supervision, labor, transportation, and equipment (except when specified as Government Furnished) for maintenance, repair, upgrade and construction of real property facilities for Engineer Research and Development Center (ERDC) in Vicksburg, MS in strict accordance with all the terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits. FOB: Destination PSC CD: Y1QA	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	ERDC Option Year 2 FFP Contractor shall provide, upon receipt of a task order, all work, materials, supplies, supervision, labor, transportation, and equipment (except when specified as Government Furnished) for maintenance, repair, upgrade and construction of real property facilities for Engineer Research and Development Center (ERDC) in Vicksburg, MS in strict accordance with all the terms, conditions, special contract requirements, specifications, drawings, attachments, and exhibits. FOB: Destination PSC CD: Y1QA	1	Job		

NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-FEB-2023 TO 31-JAN-2024	N/A	PR W2R2 USA ENGR R AND D CTR SCOTT BROWN 3909 HALLS FERRY RD VICKSBURG MS 39180-6133 601-634-2075 FOB: Destination	W81EWF
0002	POP 01-FEB-2024 TO 31-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF
0003	POP 01-FEB-2025 TO 31-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81EWF

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it (____) is a women-owned business concern.

(End of provision)

INSTRUCTIONS

INSTRUCTION, CONDITIONS AND NOTICE TO OFFERORS

1.0 GENERAL INFORMATION

The scope of this acquisition includes maintenance, repair, upgrade, and repair/maintenance of real property facilities at the Engineer Research and Development Center (ERDC) in Vicksburg, MS. This will include a wide variety of services such as repair, maintenance, sustainment, restoration and/or modernization services to include the following:

Repair and Alteration of real and personal property facilities, e.g. maintenance and repair services relating to the following:

Mechanical,

Plumbing,

Structural,

Electrical,

Heating, Ventilation, and Air Conditioning (HVAC)

Instrumentation repair incidental to repair/maintenance

Asbestos and lead based paint abatement, and other environmental remediation incidental to the repair/maintenance.

Anti-terrorism and force protection system upgrades, repairs, and installation.

Repair of roadways, parking areas, and pedestrian walkways.

Lighting installation and repair.

Interior or exterior painting of buildings and structures.

Storm water system improvement and repair.

Other site work including site grading and drainage, landscape plantings, exterior irrigation systems, and retaining walls incidental to the repair/maintenance.

Based on the type of work being performed, four bare cost adjustment coefficients shall be used to determine the total price when applied to the Unit Price Book (UPB) line items and the necessary quantities.

1.2 CONTRACT COST CEILING LIMITATION FOR JOC COSTS

The JOC contract value is \$9,000,000 to include a 12-month base contract period and two 12-month option periods for a total of three years. Individual task orders will be awarded between \$2,500 and \$750,000 per task order, but may exceed the stated estimated task order amount if such award is deemed to be in the best interest of the Government. Capacity not used in any period may be carried forward for a total of \$9,000,000.

1.3 COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

All copies of the solicitation and amendments will be posted in www.BETA.SAM.gov. The Offeror shall submit its proposal and all requested information as specified in this solicitation to the contact listed in the www.BETA.SAM.gov announcement.

1.4 RESERVED

1.5 SMALL BUSINESS SIZE STANDARD/NAICS CODE

The small business size is \$39.5M and the NAICS is 236210.

1.6 PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

This solicitation does not commit the Government to pay as a direct charge any cost incurred by the Offeror in the preparation and submission of the proposal or revisions. A stipend is not authorized for unsuccessful offerors in accordance with Section 00.22.20.

1.7 ACCURACY IN PROPOSALS

Proposals shall be set forth with full, accurate, and complete information as required by this solicitation, including all amendments to the solicitation.

1.8 PROPOSAL SUBMITTALS

Proposals shall be submitted via email with the subject line reading **ERDC JOC RFP** to: zavien.t.beal@usace.army.mil Only electronic submissions will be accepted. All questions concerning this solicitation must be submitted to the Government via email to zavien.t.beal@usace.army.mil The Government will accept questions up to ten (10) calendar days of the due date.

2.0 PROPOSAL FORMAT AND NUMBER OF SUBMITTALS

2.1 The Government will not make assumptions concerning an Offeror's intent, capabilities, or experiences. Clear identification of proposal details shall be the Offeror's sole responsibility. The Government may reject incomplete proposals after initial evaluation without further consideration. Therefore, all proposals must meet the following basic requirements at the time of submission:

- a. The proposal must be typed, submitted in English, and easy to read.
- b. The proposal must be organized, concise, and submitted in the volumes and order indicated below. Volumes shall be clearly identified. Each evaluation factor and subfactor shall be described in a separate.
- c. Reference is made to contract clause 52.215-1, Instructions to Offerors—Competitive Acquisition. The Offeror shall submit one email containing the content of the proposal for evaluation. Each proposal should contain a cover sheet as the first page which identifies the following: (1) the Offeror's name, (2) the Offeror's address, (3) the Offeror's phone number, and e-mail address, (4) the Offeror's point(s) of contact including contact information, (5) the Offeror's authorized signer(s)/negotiator(s) including their contact information, (6) the Offeror's cage code and duns number, (7) the volume number, and (8) the requirement's solicitation number, and (9) the proposal's period of validity. The second sheet should be an index/table of contents.
- d. Offerors are required to submit the proposal in the format as shown below. All proposal materials shall contain a table of contents. All pages shall be numbered to correspond with a table of contents.

Volume I - Technical:

Factor 1 Technical Capability
Factor 2 Past Performance

This Volume shall also include the Joint Venture Agreement (if applicable). The JV agreement will not count against total page limit.

Volume II - Price:

Tab A Standard Form 1442; including verification of receipt of all amendments
Tab B Section 00010, Proposal Bid Schedule, and;
Tab C Section 600 Representations and Certifications (reps and Certs) or SAM Reps and Certs
Tab D Bid Bond
Tab E Letter of current bonding capacity

e. Volume I, Technical Proposal shall be limited to no more than 80 pages total (20 pages Operations Plan, 20 pages Key Personnel, 20 pages Relevant Experience and 20 pages Past performance, note; past performance questionnaires do not count toward the page limitation). Pages should have a one-inch margin on all sides. Text should be 12-point, Times New Roman. Pages exceeding the page limit will be removed and not evaluated. No mention of price shall be included in Volume I.

f. Volume II, Price Proposal should be limited to no more than the above stated requirements for Tab A, Tab B, Tab C, Tab D, and Tab E.

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (NOV 2021)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: When adequate price competition exists (see 15.403-1(c)(1)), generally no additional data are necessary to determine the reasonableness of price. However, if there are unusual circumstances where it is concluded that additional data are necessary to determine the reasonableness of price, the contracting officer shall, to the maximum extent practicable, obtain the additional data from sources other than the offeror. In addition, the contracting officer should request data to determine the cost realism of competing offers or to evaluate competing approaches.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jody Criss BLDG 3000 3909 Halls Ferry Rd Vicksburg, MS 39180.

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

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for--

TBD

(c) Participants will meet at--

**ERDC Vicksburg Campus DPW
3909 Halls Ferry Road
Vicksburg, MS 39180**

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Acquisition.gov

(End of provision)

PROPOSAL CONTENT

1.0 PROPOSAL CONTENT

1.1 Volume I - Technical Proposal

A. Factor 1 – Management Approach: Submission Requirements

Submission Requirements

Factor 1 – Subfactor 1: Operations Plan.

Offeror's Operation Plan should include the following:

- a. The plan must adhere to the proposal submission instructions and address the Offeror's approach and methodology and depth of understanding of the contract performance requirements for management, supervision, manpower and equipment resources, quality control/assurance, and safety associated with Job Order Contracts.
- b. The Operations Plan shall also include an organizational structure, which demonstrates the efficiency in day-to-day operations, quick resolution of problems, clear roles and responsibilities and excellent communication networks.
- c. The plan should also demonstrate the ability of the firm to manage multiple repair/maintenance projects of varying magnitudes relating to the repair and alteration of real and personal property facilities, e.g. maintenance and repair, and construction services.
- d. The plan shall include a list of primary subcontractors with capability and equipment resources to respond to Job Order Contract task orders.

Factor 1 – Subfactor 2: Key Personnel

For an Offeror's Key Personnel to be acceptable, the proposal must identify the qualifications of key personnel in the following positions:

- a. Project Superintendent
- b. Contract Manager
- c. Quality Control Manager
- d. Site Safety Health / Environmental Compliance Manager

- Project Team and Shared Roles: The Contract Manager (CM) shall not serve as the primary PS (Project Superintendent), QCM (Quality Control Manager), or SSHO (Site Safety and Health/Environmental Officer), however the CM may be appointed as an alternate to provide oversight during the short term absence of the primary QCM, PS, SSHO if the CM meets the qualifications of those positions. The QCM, PS, and SSHO may be a single person if that person meets the qualifications of every position.

-The Project Superintendent must have a minimum of five (5) years of relevant repair/maintenance Project Superintendent experience, and a minimum of ten (10) years experience on repair/maintenance similar to this contract. Resumes for key personnel to include Letter of Commitments signed by key personnel and prime contractor (If used as experience in proposal) shall also be provided.

-The Contract Manager, Quality Control Manager, and Site Safety Health / Environmental Compliance Manager must have a minimum of five (5) years' relevant experience in the operations of repair/maintenance projects similar in nature, size, scope and complexity of this solicitation.

Factor 1 – Subfactor 3: Relevant Experience Executing Job Order Contracts

The Offeror's experience will be evaluated to allow the Offeror's to demonstrate their ability to execute Contract requirements. Offeror shall submit no more than five (5) contracts that are on going or have been completed within five (5) years from the date of this solicitation that best represent their experience similar to the scope of work for this solicitation. If an offeror is proposing as a Joint Venture (JV) and project experiences cannot be provided as a JV, each partner shall submit experience information, with no more than five (5) contracts each. Experience must be of similar size and scope as this requirement and be recent and relevant to be technically acceptable.

The evaluation of experience is a subjective assessment of the Offeror's experience on contracts of a similar nature, size, scope, and complexity, utilizing a comparable number of personnel with like skills. The Government will assess the Offeror's experience and determine whether the contractor's experience is similar in depth and breadth of experience and demonstrates their ability to execute contract requirements.

Factor 2 - Past Performance Submission Requirements

The Offeror shall provide past performance information in one of two formats for each project provided under Factor 1 – Subfactor 3: Relevant Experience Executing Job Order Contracts.

- (1) Copies of Contractor Performance Assessment Reports (CPARs – also commonly referred to as CCASS reports) for projects performed for the U.S. Government. If the project provided has a CPAR, it must be used by the Offeror to demonstrate past performance. If CPAR submission is used to validate past performance, it shall be the most recent evaluation in the system (i.e., for projects submitted as completed, the final 100% completed CPAR shall be provided). If the Offeror submits a CPAR, they are not required to submit a separate Past Performance Questionnaire for the specific project.
- (2) If CPAR information is not available for a project provided for experience, a completed Past Performance Questionnaire (PPQ), attached at the end of this section (**Form PPQ-0**) must be provided per the following guidance:
 - a. The Past Performance Questionnaire included in the solicitation is provided for the Offeror to submit to the client for each project the Offeror includes in its proposal for Factor 1 – Subfactor 3: Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact.

- b. Completed Past Performance Questionnaires should be submitted **with your proposal**. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should still submit Form PPQ-0 with their proposal, only with blocks 1-6 filled out, which will provide contract and client information for the respective project(s).
- c. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to zavien.t.beal@usace.army.mil, with the subject reading “ERDC JOC PPQ” prior to the proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

It is the Offeror’s responsibility to ensure the Government will be able to contact the POCs using the contact information provided. Offerors are encouraged to send their request to the POC as soon as possible once a project is identified for experience under Factor 1.

The Offeror may also include performance recognition documents received within the last 3 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror.

1.2 Volume II, Price Proposal

a. Tab A, Standard Form 1442

Submission Requirements

An original Standard Form (SF) 1442 must be submitted in a separate electronic file as part of Volume II.

b. Tab B, Section 00010, Proposal Bid Schedule

Submission Requirements

The Offeror shall complete and submit in its entirety Section 00010, Proposal Bid Schedule. This form is included in Section 00010 of the RFP.

c. Tab C, Representations and Certifications,

Submission requirements

Each Offeror shall complete all representations and certifications in Section 00600 if they have not previously completed the Representations and Certifications Section at www.SAM.gov.

d. Tab D, Bid Bond,

Each Offeror shall submit a Bid Bond in accordance with FAR 52.228-1 Bid Guarantee.

e. Tab E, Letter of Bonding Capacity,

Each Offeror shall submit a letter of bonding capacity verifying the contractor is able to obtain a minimum of \$4 million bonding capacity annually.

Past Performance Questionnaire:

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: CAGE Code:

Address: DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture
 Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (to include all modifications, if applicable):

Explain Differences:

4. Project Description:

Complexity of Work High Med Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	<p>Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.</p>	<p>An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p>
(VG) Very Good	<p>Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p>	<p>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</p>

(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:					
a) Quality of technical data/report preparation efforts	E N	VG	S	M	U
b) Ability to meet quality standards specified for technical performance	E N	VG	S	M	U
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E N	VG	S	M	U
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E N	VG	S	M	U
2. SCHEDULE/TIMELINESS OF PERFORMANCE:					
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E N	VG	S	M	U
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E N	VG	S	M	U
3. CUSTOMER SATISFACTION:					
a) To what extent were the end users satisfied with the project?	E N	VG	S	M	U
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E N	VG	S	M	U
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E N	VG	S	M	U
d) Overall customer satisfaction	E N	VG	S	M	U
4. MANAGEMENT/ PERSONNEL/LABOR					
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E N	VG	S	M	U
b) Ability to hire, apply, and retain a qualified workforce to this effort	E N	VG	S	M	U
c) Government Property Control	E N	VG	S	M	U
d) Knowledge/expertise demonstrated by contractor personnel	E N	VG	S	M	U
e) Utilization of Small Business concerns	E N	VG	S	M	U
f) Ability to simultaneously manage multiple projects with multiple disciplines	E N	VG	S	M	U

g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E N	VG	S	M	U
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E N	VG	S	M	U
5. COST/FINANCIAL MANAGEMENT					
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E N	VG	S	M	U
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E N	VG	S	M	U
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E N	VG	S	M	U
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No	
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No	
6. SAFETY/SECURITY					
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E N	VG	S	M	U
b) Contractor complied with all security requirements for the project and personnel security requirements.	E N	VG	S	M	U
7. GENERAL					
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E N	VG	S	M	U
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E N	VG	S	M	U
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes			No	
d) In summary, provide an overall rating for the work performed by this contractor.	E N	VG	S	M	U

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

EVALUATION CRITERIA

1.0 OVERVIEW

The Government will evaluate the proposal in accordance with the evaluation factors stated in this solicitation. The evaluation factors in this solicitation are described herein using the evaluation rating systems outlined for selection procedures.

2.0 BASIS OF AWARD

The source selection for this Competitive Procurement will be conducted utilizing FAR Part 15 “Best Value Trade off” Procedures. Award will be made to the offeror the Government determines will be able to accomplish the necessary work in the manner most advantageous to the Government and whose offer represents the best value to the Government; as determined by the Source Selection Authority (SSA) after considering all factors, including evaluated cost. Best value tradeoff means the expected outcome of an acquisition that, in the Government’s evaluation, provides the greatest overall best value in response to the requirement and to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. Award will be made based on the overall best value proposal that is determined to be the most beneficial to the Government. Proposals will be evaluated utilizing the following evaluation procedures and factors:

EVALUATION PROCUEDURES:

Factor I – Technical and Factor II – Past Performance are of equal importance and when combined are significantly more important to Factor III - Price.

The Government intends to select ONE contractor for award of this effort. For the purpose of award, the government shall evaluate offers based on the evaluation factors described below:

3.0 Evaluation Factors

Factor	Location	Description
FACTOR 1	VOLUME 1	Management Approach – Offerors shall describe their Operations Plan, Key Personnel, and Relevant Experience Executing Job Order Contracts (JOC).
FACTOR 2	VOLUME 1	Past Performance – Offeror shall demonstrate past performance in successfully executing JOC task orders.
FACTOR 3	VOLUME 2	Price and Other Required Information – Submit a properly filled out bid schedule for CLIN 0001-0004, properly executed bid guarantee, required pre-award information, and representations and certifications.

I. Evaluation of Factor 1 - Management Approach

The purpose of this factor is to assess whether the Offeror's proposal will satisfy the Government's requirements.

The Government will review the clarity, adequacy, capabilities and resources of the Offeror's described plan to respond to the Government's notification of a proposed task order requirement.

The technical aspects of the Management Approach proposal will be evaluated based upon the following subfactors: Operations Plan, Key Personnel, and Relevant Experience Executing Job Order Contracts (JOC).

Each of these subfactors will be evaluated.

Factor 1 – Subfactor 1: Operations Plan.

For an Offeror's Operation Plan should accomplish the following:

- e. The plan must adhere to the proposal submission instructions and address the Offeror's approach and methodology and depth of understanding of the contract performance requirements for management, supervision, manpower and equipment resources, quality control/assurance, and safety associated with Job Order Contracts.
- f. The Operations Plan shall also include an organizational structure, which demonstrates the efficiency in day-to-day operations, quick resolution of problems, clear roles and responsibilities and excellent communication networks.
- g. The plan should also demonstrate the ability of the firm to manage multiple repair/maintenance projects of varying magnitudes relating to the repair and alteration of real and personal property facilities, e.g. maintenance, repair, and minor construction services.
- h. The plan shall include a list of primary subcontractors with capability and equipment resources to respond to Job Order Contract task orders.

Factor 1 – Subfactor 2: Key Personnel

For an Offeror's Key Personnel must identify the qualifications of key personnel in the following positions:

- e. Project Superintendent
- f. Contract Manager
- g. Quality Control Manager
- h. Site Safety Health / Environmental Compliance Manager

- Project Team and Shared Roles: The Contract Manager (CM) shall not serve as the primary PS (Project Superintendent), QCM (Quality Control Manager), or SSHO (Site Safety and Health/Environmental Officer), however the CM may be appointed as an alternate to provide oversight during the short term absence of the primary QCM, PS, SSHO if the CM meets the

qualifications of those positions. The QCM, PS, and SSHO may be a single person if that person meets the qualifications of every position.

-The Project Superintendent must have a minimum of five (5) years of relevant repair/maintenance Project Superintendent experience, and a minimum of ten (10) years' experience on repair/maintenance similar to this contract. Resumes for key personnel to include Letter of Commitments signed by key personnel and prime contractor (If used as experience in proposal) shall also be provided.

-The Contract Manager, Quality Control Manager, and Site Safety Health / Environmental Compliance Manager must have a minimum of five (5) years' relevant experience in the operations of repair/maintenance projects similar in nature, size, scope and complexity of this solicitation.

Factor 1 – Subfactor 3: Experience Executing Job Order Contracts

The Offeror's experience will be evaluated to allow the Offeror's to demonstrate their ability to execute Contract requirements. Offeror shall submit a minimum of three (3) and no more than five (5) contracts that are on going or have been completed within six (6) years from the date of this solicitation that best represent their experience similar to the scope of work for this solicitation. If an offeror is proposing as a Joint Venture (JV) and project experiences cannot be provided as a JV, each partner shall submit experience information, with no more than five (5) contracts each. Experience must be of similar size and scope as this requirement and be recent and relevant to be technically acceptable.

FACTOR 1 TECHNICAL CAPABILITY RATING SYSTEM AND DEFINITIONS

NOTE: Every contract used as an example of Experience shall also be submitted as Past Performance. Any Contract submitted for experience that does not also contain Past Performance will be omitted and not evaluated.

Technical Factors Rating. The rating for Technical will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, Marginal, or Unacceptable. The adjectival ratings will be evaluated utilizing the following adjectival rating methodology:

TABLE 1 – COMBINED TECHNICAL/RISK RATINGS		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

II. Factor 2 - Past Performance

The contractor shall submit the same projects for past performance that were used to demonstrate relevant experience in Factor 1.

The evaluation of past performance is a subjective assessment of the Offeror's past performance on contracts of a similar nature, size, scope, and complexity, utilizing a comparable number of personnel with like skills. The Government will consider the Offeror's previous and current record of contractual performance. In this context, Offeror refers to the proposed prime contractor and major subcontractors. Major subcontractors are defined as those intended to perform a critical contract function and/or whose annual subcontract revenue is expected to exceed (10% percent) of the anticipated prime contract revenue.

The Government will consider the combined Offeror's and proposed subcontractor's experience and performance in providing services consistent with the scope and complexity of the requirement during the last five (5) calendar years. The Government will assess the Offeror's team to determine whether the team displays the depth and breadth of experience necessary to demonstrate a satisfactory history of performance relative to the solicitation requirements in the scope of work.

The Government's assessment will focus on contracts that meet the following conditions:

Recency. Only contracts that were performed or awarded within the last five (5) calendar years will be considered.

Relevancy. Only contracts which were/are relevant in size and scope of work will be considered.

The Government will examine the Offeror's record of satisfying customer requirements, including consideration of the Offeror's:

1. Technical performance, including technical performance, staffing, subcontractor management, quality control, safety, and commitment to customer satisfaction as evidenced by reasonable and cooperative behavior.
2. Cost Controls. Record of containing and forecasting costs on previously performed contracts.
3. Schedule. Record of adherence to contractual schedules.

The Government will use data provided in the Offeror's proposal and data obtained from other sources. The Offeror is cautioned that while the Government will consider data from other sources, the burden of demonstrating satisfactory past performance rests with the Offeror. In the case of an Offeror without a record of recent and/or relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance, providing the Offeror supplies a certified statement with their offer that no past performance information is available.

Past Performance Relevancy Ratings. Relevancy is not a separate factor but a component of the overall Past Performance assessment.

Past Performance Relevancy Ratings:	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Factor Rating Definitions. A rating of Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence or Unknown Confidence (as defined below) will be assigned to the Past Performance Evaluation. The Past Performance Confidence ratings will be evaluated utilizing the following adjectival rating methodology:

Performance Confidence Assessments:	
Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

III. Factor 3 - Evaluation of Price Proposal

Price will not be rated, but will be evaluated for fairness and reasonableness through the use of a price analysis. The price evaluators will also check for appearance of unbalanced line item prices. A determination will be made as to the Completeness and Reasonableness of each offeror's price proposal. Cost elements will be analyzed, and price proposals will also be examined to determine the extent to which proposed prices are comparable with the Government estimates, and previous procurement history and a determination made of Price Reasonableness. Price analysis will be accomplished in accordance with FAR 15.404-1.

All pricing should be included in the coefficients. The Government considers a coefficient below 1.0 to be unreasonable and that Offerors proposal with coefficients below 1.0 will not be considered for award.

Completeness & Reasonableness of Price Proposals: A determination will be made as to the Completeness and Reasonableness of each Offeror's price proposal. Cost elements, will be analyzed, and price proposals will also be examined to determine the extent to which proposed prices are comparable with the Government Estimate, previous procurement history, and a determination made of Price Reasonableness.

It is incumbent upon the offeror to submit sufficient information for the Government to determine technical capability and price. Failure to submit sufficient information will cause rejection of the entire proposal.

By submission of an offer pursuant to this solicitation, the Offeror agrees that the capability presented in the proposal becomes a contract requirement upon award of a contract. No changes, substitutions, or deviations from the accepted proposal may be made without the approval of the Contracting Officer. You, as the Offeror, agree that the explicit capability presented in your proposal shall be provided under this contract at the stated price.

Pricing Schedule

Item	Description	Coefficient Factor
0001	<p>Normal Working Hours: Building Repair/maintenance Offerors shall perform all functions called out in any task order during normal working hours for the unit price sum specified in the RSMeans Unit Price Book, for any work required to be performed, multiplied times the proposed coefficient factor.</p>	
0002	<p>Other Than Normal Working Hours: Building Repair/maintenance Offerors shall perform all functions called out in any task order during other than normal working hours for the unit price sum specified in the RSMeans Unit Price Book, for any work required to be performed, multiplied times the proposed coefficient factor.</p>	
0003	<p>Non-Prepriced Items Overhead and profit rate for all non-prepriced items on a task order. Overhead and profit is defined as all items associated with performing the tasks, other than direct labor, equipment, and material costs. Coefficient factor to be applied to direct costs of task order non-prepriced items.</p>	
0004	<p>Hazardous Material Abatement – Prepriced Items Officers shall perform all functions called out in any task order for the unit price sum specified in the RSMeans Unit Price Book for any work required to be performed for the removal and disposal of asbestos and lead-based paint, multiplied times the coefficient factor.</p>	

COEFFICIENT INCLUSIONS PAGE

The low price will be evaluated by normalizing the numbers as follows:

CLIN 0001 will be factored as 60% of the work
CLIN 0002 will be factored as 2.5% if the work
CLIN 0003 will be factored as 35% of the work
CLIN 0004 will be factored as 2.5% of the work

Notes:

1. The offeror's Repair/maintenance price coefficient factor(s) SHALL include all prime and sub contractor **profit, home office overhead, jobsite overhead, and other costs not included in the bare labor material, and equipment costs from the unit price book or in the non-priced items. These costs include, but are not limited to,** the following:

- (a) Corporate, Regional, and Site offices (i.e. Office buildings, office spaces, office trailers, office management, office equipment and supplies, etc)
- (b) Profit
- (c) Performance and Payment Bonds (per Army Federal Regulation Supplement (AFARS) 17.9004 2(h))
- (d) Insurance
- (e) Compliance with environmental laws, protection and safety
- (f) Tax Laws
- (g) Protection for moving of Government property
- (h) Submittals (i.e. preparation and distribution of Work Plans, Risk Analyses and weekly reports, as-builts, CQC Plans, Safety Plans, Accident Prevention Plans, Hazard Analyses, Test Procedures, Tests, Test Reports, Status Reports, Catalog Cut Sheets, Technical Data Sheets, Shop Drawings, Schedules, O&M Manuals, etc.)
- (i) Price quotations
- (j) Contractor adjustments to Government Unit Prices
- (k) Clean-up shall be applicable per each task order.
- (l) All waste and excess materials
- (m) Permits, licenses and fees
- (n) Mobilization, such as heavy equipment and equipment not usually required to be delivered to jobsite, shall be negotiated with each task order whereas work trucks (and lower tier work trucks) small trailers, etc shall be included in the coefficient
- (o) Bulletin Board and Project and Safety Signs “ if required/applicable” should be amended to include the statement “ local barricades (i.e. repair/maintenance safety fence in and around work site, repair/maintenance safety tape, etc) shall also be included in Contractor’ s coefficient whereas more substantial signage/barricade effort (i.e. traffic safety plan and controls) shall be negotiated with each task order if applicable.
- (p) Principles, project management, supervision and repair/maintenance supervision
- (q) Technical support staff (i.e. estimator, draftsman/CADD operator, etc.)
- (r) Administrative support staff (i.e. clerks, secretaries, assistants, etc.)
- (s) Quality Control and Quality Control Staff
- (t) Travel (includes all associated costs for all personnel)
- (u) Marketing and Training (i.e. videos, user guides, brochures, promotions, associated travel, etc)
- (v) Collaboration/face-to-face meetings with all Program/Project stakeholders (i.e. progress reviews, negotiations, etc.)
- (w) Interest associated with funding of equipment and payroll
- (x) Employee payroll taxes, insurance and fringe benefits
- (y) Risk of lower than expected contract dollar volume
- (z) Risk of high inflation costs for option periods
- (aa) Risk of poor subcontractor performance and re-performance
- (bb) Other risks of doing business
- (cc) Business taxes, contributions, memberships, corporate headquarters support

(legal, financial, etc.)
(dd) Cost of using electronic payroll software.
(ee) Toilet Facilities
(ff) DD1354
(gg) Utility Locations
(hh) Warranty Tag
(ii) O&M Training
(jj) O&M Manual
(kk) cost of e4Clicks Project Estimator Software

2. The unit prices stated in the RS MEANS UPB include labor, materials and equipment.

3. Coefficient pricing shall remain throughout the performance period of the contract, economic adjustments will only be made through the annual updated pricing of the RSMEANS/E4Clicks.

Price will not be rated, but will be evaluated for fairness and reasonableness through the use of a price analysis. The price evaluators will also check for appearance of unbalanced line item prices.

Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

All pricing should be included in the coefficients. The Government considers a coefficient below 1.0 to be unreasonable and that Offerors proposal with coefficients below 1.0 will not be considered for award.

Price Analysis including techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing proposal price reasonableness.

Offeror's Responsiveness. It is the Offeror's responsibility to ensure the completeness and accuracy of his or her proposal. Excepting any apparent clerical or arithmetic mistakes found in the bidding schedule (Section B), corrections will not be made by the Government. Any proposal that modifies or fails to conform to the requirements of this Solicitation will be considered unacceptable.

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.222-25	Affirmative Action Compliance	APR 1984
52.223-1	Biobased Product Certification	MAY 2012
52.225-18	Place of Manufacture	AUG 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a

final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

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

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

- (a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.225-7050 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (SEP 2021)

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

Government of a country that is a state sponsor of terrorism includes the state and the government of a country that is a state sponsor of terrorism, as well as any political subdivision, agency, or instrumentality thereof.

Significant interest means--

- (1) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (2) Holding a management position in the firm, such as a director or officer;
- (3) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

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

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

State sponsor of terrorism means a country determined by the Secretary of State, under section 1754(c)(1)(A)(i) of the Export Control Reform Act of 2018 (Title XVII, Subtitle B, of the National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, state sponsors of terrorism include Iran, North Korea, and Syria.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in--

(1) The firm;

(2) A subsidiary of the firm; or

(3) Any other firm that owns or controls the firm.

(c) Representation. Unless the Offeror submits with its offer the disclosure required in paragraph (d) of this provision, the Offeror represents, by submission of its offer, that the government of a country that is a state sponsor of terrorism does not own or control a significant interest in--

(1) The Offeror;

(2) A subsidiary of the Offeror; or

(3) Any other firm that owns or controls the Offeror.

(d) Disclosure.

(1) The Offeror shall disclose in an attachment to its offer if the government of a country that is a state sponsor of terrorism owns or controls a significant interest in the Offeror; a subsidiary of the Offeror; or any other firm that owns or controls the Offeror.

(2) The disclosure shall include--

(i) Identification of each government holding a significant interest; and

(ii) A description of the significant interest held by each government.

(End of provision)

Section 00 62 00 - Certificates and Other Forms

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
-----------	--	----------

Section 00 70 00 - Conditions of the Contract

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-2 Alt II	Security Requirements (MAR 2021) - Alternate II	APR 1984
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-99	System for Award Management Registration (DEVIATION)	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2 Alt III	Audit and Records--Negotiation (JUN 2020) Alternate III	JUN 1999
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT 2021
52.215-14 Alt I	Integrity of Unit Prices (NOV 2021) - Alternate I	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (NOV 2021) - Alternate I	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (NOV 2021) - Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (JUN 2020) - Alternate I	OCT 2009
52.216-18	Ordering	AUG 2020
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988

52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data (FEB 2021) - Alternate I	JUL 1985
52.223-5 Alt II	Pollution Prevention and Right-to-Know Information (May 2011) Alt II	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.225-5	Trade Agreements	OCT 2019
52.225-9	Buy American--Construction Materials	NOV 2021
52.225-10	Notice of Buy American Requirement--Construction Materials	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt II	Authorization and Consent (JUN 2020) - Alternate II	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4 Alt I	Patent Indemnity-Construction Contracts (Dec 2007) - Alternate I	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-3 (Dev)	Disclosure and Consistency of Cost Accounting Practices (DEVIATION 2018-O0015)	JUN 2020
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014

52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21 Alt II	Specifications and Drawings for Construction (Feb 1997) Alternate II	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering--Construction	OCT 2020
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) - Alternate I	APR 1984
52.249-2 Alt III	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate III	SEP 1996
52.249-10 Alt III	Default (Fixed-Price Construction) (Apr 1984) Alternate III	APR 1984
52.252-6	Authorized Deviations In Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7007	Additive or Deductive Items	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Alt II Transportation of Supplies by Sea (FEB 2019) Alternate II	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

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

(End of provision)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$25.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021) -- ALTERNATE II (OCT 1997)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing, or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include

Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(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--

(1) 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 (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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 date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM 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:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
TBD	TBD

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the

goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **ERDC DPW 3919 Halls Ferry Rd Vicksburg, MS 39180.**

(End of provision)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

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

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2022) ALTERNATE II (OCT 2022)

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

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both--

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

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of the cost of all its components. [Contracting officer to insert the percentage.] Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Free Trade Agreement country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

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

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute 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 statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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 statute 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)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
-----------------------------------	-----------------	----------	-------------------

Item 1:

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

Item 2:

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

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

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

[Include other applicable supporting information.]

(End of clause)

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 at least 20 percent of the bid price or \$ NTE 3 million, 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.

(End of provision)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will

be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work

without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.248-1 VALUE ENGINEERING (JUN 2020) - ALTERNATE III (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

* Same sharing arrangement as the contract's profit or fee adjustment formula.

* The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii)

subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-3 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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):

Acquisition.gov

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.229-7999 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-O0016) (JULY 2013)

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by

or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____

DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section 00 71 00 - Contracting Definitions

CLAUSES INCORPORATED BY REFERENCE

52.202-1

Definitions

JUN 2020

Section 00 73 00 - Supplementary Conditions

WAGE DETERMINATION MS

"General Decision Number: MS20220044 02/25/2022

Superseded General Decision Number: MS20210044

State: Mississippi

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Counties: Adams, Amite, Claiborne, Covington, Franklin, Issaquena, Jefferson, Jefferson Davis, Lawrence, Lincoln, Marion, Pike, Sharkey, Walthall, Warren and Yazoo Counties in Mississippi.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 | generally applies to the | contract. | The contractor must pay | all covered workers at | least \$15.00 per hour (or | the applicable wage rate | listed on this wage | determination, if it is | higher) for all hours | spent performing on the | contract in 2022. |

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | Executive Order 13658 | generally applies to the | contract. | The contractor must pay all | covered workers at least | \$11.25 per hour (or the | applicable wage rate listed | on this wage determination, | if it is higher) for all | hours spent performing on | that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC0480-011 07/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 26.35	10.37

* SUMS2015-005 04/03/2017

	Rates	Fringes
CARPENTER.....	\$ 16.10	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 24.05	12.29
LABORER: Common or General.....	\$ 10.76 **	1.19
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.98 **	0.00
LABORER: Pipelayer.....	\$ 12.52 **	0.75
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.00	1.32
PAINTER (Brush and Roller).....	\$ 15.17	0.00
PIPEFITTER.....	\$ 22.77	6.96
PLUMBER.....	\$ 20.00	0.38
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 19.67	0.68
TRUCK DRIVER: Dump Truck.....	\$ 13.50 **	1.15

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

Section 01 00 00 - General Requirements

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION

- 1.0 Project Description
- 2.0 Work by the Government
- 3.0 Performance Capabilities
- 4.0 Technical Design Support
- 5.0 Not Used
- 6.0 Design and Repair/maintenance Requirements
- 7.0 Quality Control
- 8.0 Site Office
- 9.0 Protection of Contractor's Equipment and Government Property
- 10.0 Provisions on Contracting Officer's Authority
- 11.0 Task order Pricing
- 12.0 Computer Requirements
- 13.0 Communication
- 14.0 Repair/maintenance Start-Up Period
- 15.0 Pre-Performance Conferences
- 16.0 Ordering Procedures
- 17.0 Task order Proposal Evaluation
- 18.0 Commencement, Prosecution, Completion and Payment for Work
- 19.0 Weather Days
- 20.0 Hours of Work
- 21.0 Jobsite Verification & Government-Furnished Record Drawings
- 22.0 Submittals
- 23.0 Permits
- 24.0 Excavation
- 25.0 Testing of Materials
- 26.0 Punch-out, Pre-Final, and Final Inspections
- 27.0 Warranty
- 28.0 Contractor's As-Built Drawings
- 29.0 Government Furnished Equipment / Materials
- 30.0 Project Scheduling & Coordination
- 31.0 Work in Occupied Areas
- 32.0 Coordinating with Government Activities
- 33.0 Noise Control
- 34.0 Repair/maintenance Site Maintenance
- 35.0 Contractor Parking
- 36.0 Transportation of Repair/maintenance Equipment
- 37.0 Base Fire Regulations
- 38.0 Security Requirements
- 39.0 Waterfront & Airfield Restrictions & Requirements

- 40.0 Work in Special Security Areas
- 41.0 Safety and Health
- 42.0 Explosive Operated Hand tools
- 43.0 Not Used
- 44.0 Recording and Preserving Historical and Archeological Finds
- 45.0 Not Used
- 46.0 Use of Tobacco
- 47.0 Inappropriate Worker Behavior
- 48.0 Completion of Contract
- 49.0 Partnering
- 50.0 Government Furnished Services
- 51.0 Emergencies
- 52.0 Estimated Quantities
- 53.0 Severe Weather
- 54.0 Barriers & Enclosures
- 55.0 Hazardous Materials
- 56.0 Real Property Records
- 57.0 Operation & Maintenance (O&M)
Manuals/Data APPENDICES
- A Abbreviations

JOB ORDER CONTRACT (JOC) STATEMENT OF WORK

1.0 PROJECT DESCRIPTION

1.1 The contractor shall provide all management, labor, material, equipment, (unless furnished by the Government), transportation, and supervision to accomplish simultaneous projects for a broad range of maintenance and repair work. Facilities include, but are not limited to, research and development, academic, secure areas, administrative, institutional, pavements, industrial, etc., as well as their corresponding support facilities; infrastructure such as pavements, roads, parking, drainage systems, utility systems, and force protection. Prompt response and execution of all task orders is required. The Contracting Officer (KO) will issue a request for proposal (RFP) describing basic requirements for each individual task order (TO) on an as needed basis. Following review of the Contractor's TO proposal, the KO will negotiate with the Contractor, and award an individual TO. The Contractor will be required to maintain a local office to facilitate receipt of each RFP.

The JOC contract value is \$9,000,000 to include a 12-month base contract period and two 12-month option periods for a total of three years. Individual task orders will be awarded between \$2,500 and \$750,000 per task order, but may exceed the stated estimated task order amount if such award is deemed to be in the best interest of the Government. Capacity not used in any period may be carried forward for a total of \$9,000,000.

1.2 The Government will provide only basic scope of work and design information for each RFP. The Contractor shall provide sufficient technical support and project management to assure quality and completeness of TO proposals, accommodate a number of concurrent "active" projects, provide flexibility of design staff and subcontractor pool to handle rapid increases in work volume, process submittals in a timely manner, and perform according to schedule. The contractor shall be required to manage and execute the normal workload of five plus (5+) concurrent projects, and up to twenty plus (20+) projects annually. The contractor may on occasion be required to provide for large unexpected fluctuations in the workload. It is estimated that less than 2.5 percent (2.5%) of all work will be required during other than normal working hours.

1.3 The government will not use this contract solely to satisfy equipment requirements. Task orders issued hereunder, however, may include incidental requirements for equipment that are reasonable components of repair/maintenance projects.

1.4 Simplified TO Execution:

Pre-Repair/maintenance Administrative Submittals: There shall be two categories of Pre-Repair/maintenance administrative submittals for Government review: (1) Base Contract Submittals and (2) TO Submittals. Base Contract Submittals shall be provided within fifteen (15) calendar days of award of the Base Contract and will serve to reduce subsequent TO paperwork, maximize TO execution efficiency, and speed commencement of field work. The

Base Contract Submittals will address general administrative contract requirements, plans, and procedures and shall thoroughly address the type of work and situations typically encountered for this type of work. TO Submittals will be submitted as Addendums to the Base Contract Submittals and will address TO specific administrative requirements, plans, and procedures. TO Submittals will appoint personnel, address specific hazards, controls, and features of work. The Contractor shall report to the USACE COR the amount and type of repair/maintenance and demolition (C&D) waste and debris generated on each job/project. This report shall also include the amount of C&D that is diverted from landfill by recycling and repurposing. This report shall be submitted on a quarterly basis or at the end of each project with the release of claims, whichever occurs first.

Example administrative submittals for each category are below:

Base Contract Submittals:

- Contractor Quality Control (QC) Plan
- Accident Prevention Plan (APP)
- Environmental Protection Plan (EPP)

TO Submittals (when required):

- QC Plan Addendum
- APP Addendum(with AHAs)
- EPP Addendum
- Bar Chart Schedule
- Asbestos Abatement/Control Plan
- Lead Abatement/Control Plan
- Outage Requests
- Permits
- Product specifications

Consistent Format for Task order Statement of Work: The Government will use a template Statement of Work in preparing RFPs to outline minimum requirements.

2.0 WORK BY THE GOVERNMENT: The Government is not obligated to issue any particular type of work under this contract and reserves the right to accomplish work using Government workforces or by other contracts, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

3.0 PERFORMANCE CAPABILITIES

3.1 Commencement of Work:

3.1.1 The contractor shall be capable of negotiating and executing task orders within fifteen (15) calendar days from the time of contract award.

3.1.2 The contractor shall have fifteen (15) days from the time of contract award to be fully operational to administer and meet all the requirements of the contract.

3.1.3 Upon notification from the Contracting Officer (KO) of a requirement, the Contractor

shall prepare and submit a task order proposal to the KO within ten (10) working days from the date of the request for proposal (RFP) site visit. If the KO determines the requirement to be a quick response requirement, the Contractor shall submit the RFP proposal to the KO within five (5) working days. For more complex projects, additional time may be granted by the KO.

3.2 Contractor Personnel

3.2.1 Project Team and Shared Roles:

The Contract Manager (CONTRACTOR) shall not serve as the primary QCONTRACTOR (Quality Control Manager), PS (Project Superintendent), or SSHO (Site Safety and Health/Environmental Officer), however the CONTRACTOR may be appointed as an alternate to provide oversight during the short term absence of the primary QCONTRACTOR, PS, SSHO if the CONTRACTOR meets the qualifications of those positions. The QCONTRACTOR, PS, and SSHO may be a single person if that person meets the qualifications of every position. If there is evidence the appointed personnel cannot fulfill all contract requirements while serving in multiple roles, they shall be replaced, supplemented, or roles separated as directed by the KO at no additional cost to the Government.

3.2.2 For an Offeror's Key Personnel to be acceptable, the proposal must identify the qualifications of key personnel in the following positions:

- i. Project Superintendent
- j. Contract Manager
- k. Quality Control Manager
- l. Site Safety Health / Environmental Compliance Manager

- Project Team and Shared Roles: The Contract Manager (CONTRACTOR) shall not serve as the primary QCONTRACTOR (Quality Control Manager), PS (Project Superintendent), or SSHO (Site Safety and Health/Environmental Officer), however the CONTRACTOR may be appointed as an alternate to provide oversight during the short term absence of the primary QCONTRACTOR, PS, SSHO if the CONTRACTOR meets the qualifications of those positions. The QCONTRACTOR, PS, and SSHO may be a single person if they meet the qualifications of every position.

-The Project Superintendent must have a minimum of five (5) years of relevant repair/maintenance Project Superintendent experience, and a minimum of ten (10) years' experience on repair/maintenance similar to this contract. Resumes for key personnel to include Letter of Commitments signed by key personnel and prime contractor (If used as experience in proposal) shall also be provided.

-The Contract Manager, Quality Control Manager, and Site Safety Health / Environmental Compliance Manager must have a minimum of five (5) years' experience in the operations of repair/maintenance projects similar in nature, size, scope and complexity of this solicitation.

Contractor's Quality Control Manager (QCONTRACTOR): The QCONTRACTOR executes the CQC Plan and implements the three phase control system. The QCONTRACTOR shall visit each active project site daily and verify that the materials and workmanship are in accordance with the approved repair/maintenance drawings, shop drawings, material submittals and technical specifications. The QCONTRACTOR shall prepare and coordinate material submittal sheets and shop drawing submittals, prepare QC reports, schedule and coordinate testing procedures and attend all bi-weekly status meetings, site visits, and pre-final/final Inspections. The QCONTRACTOR shall have complete authority to take any action necessary to ensure compliance with the contract requirements. The name of the QCONTRACTOR and alternates, who shall act for the contractor when the QCONTRACTOR is absent, shall be designated in writing to and approved by the KOCOR.

Contractor's Project Superintendent (PS): Provides on-site supervision in accordance with FAR 52.236-6. The PS shall visit each active project site daily, provide data to the QCONTRACTOR for the Daily CQC Report, schedule and coordinate subcontractors and material suppliers, and attend all weekly status meetings, site visits and pre-final/final inspections.

Contractor's Environmental Manager (EM): The environmental manager shall ensure environmental compliance on all projects. This individual shall visit project sites at least weekly and may perform these duties in conjunction with other duties.

Contractor's Site Safety and Health Officer (SSHO): The Contractor shall appoint a competent person for each function as the Site Safety and Health Officer (SSHO) in accordance with EM 385-1-1, Section 01.A.17. The SSHO shall report to the senior project official or to a senior corporate official. The SSHO shall be responsible for appointing a Designated Representative at each active TO project site to support and supplement the SSHO efforts in managing, implementing and enforcing the Contractor's Safety and Health Program. The Designated Representative shall be at the work site at all times when the SSHO is overseeing other project sites. The Designated Representative shall be qualified as required by the SSHO, will perform safety program tasks as designated by the SSHO, and will report safety findings to the SSHO/Alternate SSHO. The SSHO shall document results of safety findings and provide information for inclusion in the CQC reports to the Government Representative.

3.2.3 The Contractor shall also provide and maintain the following capabilities, through in-house or sub-contractors at a local or remote office, to support the JOC contract.

3.2.4 Design/Drafting: Provide technical design and computer aided design and drafting (CADD) support compatible with USACE AUTOCAD version 2010 or MicroStation V8XM edition version 08.09.04.51 and capable of producing accurate design and drawings for each individual TO within the time constraints specified in Section 16.0 – ORDERING PROCEDURES where applicable.

3.2.5 Cost Estimating/Negotiating: Provide estimating/negotiating support capable of producing accurate quantity take-offs and cost proposals, using E4Clicks, within the time constraints specified.

3.3 Contractor Employee Requirements: The contractor shall ensure that employees and subcontractor employees have current, valid licenses and certifications necessary to perform their functions. Any cost or time associated with obtaining licenses or certifications shall be at the contractor's expense.

3.4 Conflict of Interest: The contractor shall not employ any person who is or was an employee of the US Government, if the KO determines that the employment of that person would create a conflict of interest.

3.5 Subcontractors: All subcontractor firms shall be licensed in the State of Mississippi in their specialty where required. They shall have a minimum of five (5) years' experience in related projects of similar size and scope.

3.6 Availability: Throughout the life of this contract, whenever there are active TOs, the contractor shall be available to meet with the KO promptly during normal business hours. The CONTRACTOR shall provide overall contract management, including full authority to develop TO proposals, negotiate and sign TOs, and shall attend all bi-weekly Progress Meetings, site visits and pre-final/final inspections.

3.7 Not Used.

3.8 Not Used.

3.9 Key Personnel, Outside Associates, or Consultants: In connection with this contract, any in-house personnel, outside associates, or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

4.0 Technical Design Support:

4.1 The majority of projects accomplished under the scope of this contract will not require the services of a registered architect or engineer. Each TO will specify in the Statement of Work if it is performance based scope of work with no design requirement or ; a basic design requirement (not requiring professionally sealed/stamped designs/documents) completed by the contractor and subcontractors.; or a professional "Design-Build" requirement. Design-Build TOs will require professionally sealed designs.

4.2. General Requirements:

The Contractor's staff (in-house or sub-contractor) shall include individuals with multidiscipline design experience in order to perform incidental design necessary to accomplish the required tasks outlined in each TO. Areas of required technical design competence shall include, but are not limited to architectural, structural, civil, mechanical, electrical, and communications, fire protection and environmental.

4.2.1 Design documents submitted by the contractor, subcontractor, and any lower tier subcontractor, pursuant to a repair/maintenance contract, shall detail the proposed fabrication and assembly of structural elements and/or the installation (i.e., form fit, and attachment details) of materials or equipment. The design documents provided shall have sufficient detail to enable the government to understand the proposed method of work. For the purpose of this requirement, design documents include plans, shop drawings, diagrams, layouts, schematics, descriptive literature, specifications, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The government reserves the right to duplicate, use, and disclose in any manner and for any purpose any design documents delivered under this contract.

4.2.2 Design submittals shall clearly identify any proposed alternatives from the original pre-award design concept envisioned to meet the project requirements.

4.2.3 During design stage, the Contractor shall identify, prepare documentation for, obtain and pay fees associated with environmental permits, applications, and/or notices.

5.0 NOT USED

6.0 DESIGN AND REPAIR/MAINTENANCE REQUIREMENTS

6.1 Codes: All design documentation and subsequent repair/maintenance accomplished pursuant to this contract shall comply with the latest edition of the following codes, unless the KO directs the Contractor otherwise. Any exception must be approved in writing by the KO prior to repair/maintenance start-up.

1. International Building Code
2. International Mechanical Code
3. International Plumbing Code
4. National Electrical Code
5. National Fire Code
6. Uniform Federal Accessibility Standards
7. Unified Federal Criteria (UFC). Criteria can be accessed and downloaded online from <http://www.wbdg.org>.
8. Unified Facilities Guide Specifications (UFGS). These specifications can be accessed and downloaded on line at <http://www.wbdg.org>.

6.2 Order of Precedence: In the event an item within the contractor's proposal fails to comply with the mandatory requirements as stated in the contract specifications and/or SOW, the contractor shall furnish components or services which conform to the mandatory

requirements as stated in the contract specifications and/or SOW. When the contractor's proposal exceeds the contract specification and/or SOW requirements, the proposal will prevail. However, the contract specification and/or SOW requirements shall prevail in any other circumstances in establishing the requirement. For conflicts between requirements included in the SOW, the most stringent requirements shall apply, unless specifically requested in writing by the Government.

6.3 Environmental Specifications: The following environmental specifications shall be the specifications used to address environmental protection and controls on all projects. The Contractor shall report to the USACE COR the amount and type of repair/maintenance and demolition (C&D) waste and debris generated on each job/project. This report shall also include the amount of C&D that is diverted from landfill by recycling and repurposing. This report shall be submitted on a quarterly basis or at the end of each project with the release of claims, whichever occurs first.

a. Solid, Liquid, and Gaseous Contaminants. Contractors shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants including asbestos in accordance with all Federal, State and local codes and regulations, together with the following requirements: (1) Discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce the toxicity to an acceptable level. (2) Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessel at approved sites.

b. Disposal of Scrap and Debris. All scrap and debris caused by the operations under this contract shall be removed at the end of each working day and hauled off the installation. The Government will not provide a disposal site if one is not available on the military installation. However if available, it will only be utilized and negotiated on each task order award basis.

c. Burning of Materials and Debris. No materials or debris will be burned on any installation.

d. Covered Chutes. All chutes for refuse, and the like, shall be covered or of such a design to fully confine the material to prevent the dissemination of dust and debris.

e. The Contractor shall coordinate all activities which may require environmental documentation or state environmental permits with the Environmental and Natural Resources Division (ENRD) at least thirty (30) calendar days prior to start of work. Contractor will adhere to requirements of lead base paint removal.

f. The contractor shall be responsible for compliance with all EPA requirements.

6.4 Manufacturer's Instructions: Manufacturer's instructions pertaining to the use or installation of products, materials, or equipment used or installed in the execution of work under this contract form a part of these specifications as though specifically set forth herein. These instructions apply whether furnished as a normal, usual, or customary practice of the manufacturer or if furnished in response to a requirement stipulated herein. In the event of

conflict between the specification of drawings and manufacturers' instructions, the contractor shall bring such conflict to the attention of the KO for resolution before proceeding with the work involved.

6.5 Minor Materials and Work: Minor material and work not specifically mentioned herein, but necessary for the proper completion of the specified work, shall be furnished without additional cost to the Government.

6.6 Existing Work: Where existing work is changed or removed, where new work adjoins, connects to, or abuts existing work, the existing work shall be altered, as necessary, and connected in a substantial and workmanlike manner. All new work shall match, as nearly as practicable, the existing adjoining and/or adjacent similar work. Operations affecting existing work damaged by such operations shall be rectified, or replaced, without additional expense to the Government.

7.1 QUALITY CONTROL (QC)

7.2 It is the Contractor's responsibility to provide, inspect, and document the level of quality that has been established by the minimum standards of this Statement of Work (SOW) and to ensure compliance with the Contract Clause entitled "Inspection of Repair/maintenance" and other contract requirements. The contractor is responsible for quality control and shall establish and maintain an effective quality control system consisting of plans, procedures, personnel, control, instructions, tests, records, forms and organization necessary to manage all task orders to produce end products which comply with the contract requirements. The system shall cover all repair/maintenance operations, both on site and off site, including work by subcontractors, fabricators, suppliers and purchasing agents.

7.3 The contractor shall direct the execution of the Contractor's QC Plan.

7.4 Separate payment will not be made for providing and maintaining an effective Quality Control program. All costs associated therewith shall be included in the contractor's coefficient.

7.5 QC Plan: The Base Contract QC Plan shall reflect the individual quality control elements for the work under the base contract. A QC Plan shall be submitted with the technical proposal and the final QC Plan shall be submitted to the Contracting Officer within fifteen (15) days of award of the JOC contract. Any changes to the accepted QC plan shall be submitted to the Government in writing for approval by the COR. The QC plan shall cover all design and repair/maintenance operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and consultants. It shall include, but not limited to the following:

1. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified. Include Design Quality Control personnel and procedures.

2. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the QCONTRACTOR and Design QCONTRACTOR signed by an authorized official of the firm describing their responsibilities and delegating sufficient authorities to adequately perform the functions of the QC manager, including authority to stop work not in compliance with the contract.
4. Copies of letters issued by the QC manager to other various quality control representatives outlining duties, authorities, and responsibilities.
5. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, fabricators, suppliers, and consultants.
6. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Procure the services of a Corps of Engineers Material Testing Center validated testing laboratory to perform laboratory tests, collect associated samples, and perform field tests;
7. Description and details of the Contractor's inspection system to monitor the execution of any task completed under this contract. Description of specific areas to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and titles of the individuals who will perform the inspections. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
8. Description and details of procedures for tracking design and repair/maintenance deficiencies and their causes from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
9. Reporting procedures, including proposed reporting formats.
10. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.
11. QC Plan Addendums: For each TO, submit an addendums to the Base Contract QC Plan Submittal to address TO specific administrative requirements, plans, and procedures. The QC Plan Addendum shall be limited to one page and shall appoint personnel, address specific controls, and identify definable features of work.

7.6 QC Coordination Meeting: After the Pre-Performance Conference, before issuance of any task order under this contract, and prior to acceptance by the Government of the QC Plan, the contractor shall meet with the KO and COR to discuss the contractor's quality control system. The QC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the QC operations, control activities, testing, administration of the system for both on site and off site work, and the interrelationship of contractor's management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the contractor and signed by both the contractor and the COR. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the QC system or procedures which may require corrective action by the contractor.

7.7 Acceptance of QC Plan: Acceptance of the Contractor's Base Contract QC plan is required prior to the award of any task order. Repair/maintenance will be permitted to begin on a TO only after acceptance of the QC Plan

Addendum. Acceptance is conditional and will be predicated on satisfactory performance during the repair/maintenance design and repair/maintenance. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

7.8 Design Quality Control: The CQM shall thoroughly review all design submittals for accuracy, completeness, and compliance with contract requirements, and shall indicate its approval thereon as evidence of such coordination and review. The contractor shall include constructability, architectural and system compatibility, operability, and maintainability considerations and engineering disciplines as applicable for each task order in each review.

7.9 Supplemental Inspectors: If required by the TO, the contractor shall provide ICC certified inspectors to assist the QCONTRACTOR in the areas of Mechanical, Electrical, Structural, and Materials (Concrete, Pavement, Soils), Fire Protection and Environmental. Certifications shall be current and inspectors shall have a minimum of 4 years related experience in the work involved in this contract. Applicable certifications are: ICC Commercial Mechanical Inspector; ICC Commercial Electrical Inspector, ICC Reinforced Concrete Special Inspector and Structural Steel and Bolting Special Inspector (as applicable to the type of repair/maintenance involved), SCDOT or other nationally recognized agency certifications. These individuals shall be directly responsible to the QC manager; be physically present at the repair/maintenance site during work within their areas of responsibility; and have the necessary education and/or experience to be qualified to inspect their trade. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the QC Plan.

7.10 Not Used.

7.11 Control: Contractor Quality Control is the means by which the Contractor ensures that the repair/maintenance, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control must be conducted by the CQC System Manager for each definable feature of the repair/maintenance work as follows:

7.12 Preparatory Phase: Notify the KOCOR at least two work days in advance of each preparatory phase. Conduct the preparatory phase with the superintendent and the foreman responsible for the definable feature of work. The QCONTRACTOR shall document the results of the preparatory phase actions by and attach to the daily CQC report. Perform the following prior to beginning work on each definable feature of work: (a) A review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work; (b) Review of the contract drawings; (c) Check to assure that all materials and/or equipment have been tested, submitted, and approved; (d) Review of provisions that have been made to provide required control inspection and testing; (e) Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract; (f) Examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored; (g) Review of the appropriate activity hazard analysis to assure safety requirements are met. (h) Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document repair/maintenance tolerances and workmanship standards for that feature of work; (i) Check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer; (j) Discussion of the initial control phase;

7.13 Initial Phase: Notify the KOCOR at least two work days in advance of each preparatory phase. Conduct the initial phase with the superintendent and the foreman responsible for the definable feature of work. The QCONTRACTOR shall document the results of the preparatory phase actions by and attach to the daily CQC report. This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

(a) Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting; (b) Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing; (c) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate; (d) Resolve all differences; (e) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker;

Follow-up Phase: Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

Additional Preparatory and Initial Phases: Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

7.14 Tests:

Testing Procedure: Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon advance request, furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. Procure the services of a Corps of Engineers Material Testing Center validated testing laboratory to perform laboratory tests, collect associated samples and perform field tests. Perform the following activities and record and provide the following data: (a) Verify that testing procedures comply with contract requirements; (b) Verify that facilities and testing equipment are available and comply with testing standards. (c) Check test instrument calibration data against certified standards. (d) Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared; (e) Record results of all tests taken, both passing and failing on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

Testing Laboratories: The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel must meet criteria detailed in ASTM D3740 and ASTM E329. If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$3,000 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

7.15 Quality Control Plan (QCP): The Government will use the contractor provided Quality Control Plan to assist in its monitoring and administration of this contract. The Contractor must abide by the use the Government-furnished Repair/maintenance Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. TOs will specify if QCS is mandatory and in general, QCS will be required in TOs over \$150,000. If QCS is not mandatory, the contractor shall use standard USACE forms provided by the KOCOR and can elect to use QCS if mutually agreed to by the KOCOR at Pre-Performance Conference.

7.16 Documentation: The contractor shall maintain, on site, current records providing factual evidence that the required quality control inspections, tests and other activities have been conducted by the contractor and the necessary corrective actions taken. These records shall include the work of subcontractors and suppliers.

Documentation shall be in a format acceptable to the KO and made available to the Government throughout the performance period of this contract.

7.17 Daily Reports: Contractor shall develop and maintain daily reports for each TO, indicating:

1. Contractor and subcontractors working on the project, a description of trades, their area of responsibility and their number of personnel working.
2. Operating plant/equipment with hours worked, idle, or down for repair.
3. Work performed each day, giving location, description, and by whom.
4. Test and/or three phases of control activities performed with results and references to specifications/drawings requirements. List deficiencies noted along with corrective action.
5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
6. Submittals reviewed, with contract reference, by whom, and action taken.
7. Off-site surveillance activities, including actions taken.
8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
9. Instructions given/received and conflicts in plans and/or specifications.
10. Weather conditions encountered
11. Any delays encountered, and.
12. Contractor's verification statement that equipment and materials incorporated in the work and workmanship comply with the contract.

Furnish the original and one copy of these records in report form to the Government daily within 24 hours after the date covered by the report. Submit reports for non-work periods so that all calendar days are accounted for throughout the life of the contract. Reports shall be signed and dated by the QCONTRACTOR. Reports shall include copies of test reports and copies of reports prepared by subordinate QC personnel.

7.18 Notification of Noncompliance: The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

8.0 Site Office: The government will provide a staging and storage areas on the ERDC

Campus. The contractor will be required to set up a field office on a site provided on the ERDC campus.

9.1 PROTECTION OF CONTRACTOR'S EQUIPMENT & GOVERNMENT PROPERTY

9.2 All Contractor supplied equipment is the sole responsibility of the Contractor. The Government shall not be liable for any loss or damage to the Contractor's property, including stock, or for expenses incidental to such loss or damage. The Contractor shall secure his materials and protect all equipment from damage. The contractor is responsible for insuring his/her own contents. In the event of a fire or damage to either Contractor or Government property, the contractor shall immediately notify KO, ERDC Security or the City of Vicksburg Fire Department.

9.3 Any equipment/material the Contractor removes and which requires reinstallation as part of the job requirements shall be the responsibility of the Contractor. All damaged material shall be replaced with equipment/material of equal quality and function by the Contractor at his own expense.

10.1 PROVISIONS ON CONTRACTING OFFICER'S AUTHORITY

10.2 Only the KO is authorized to make changes to the contract or any TO issued there under. No other Government or non-Government official may alter this contract or any TO issued in accordance with the basic contract terms and conditions. The Contractor is to report any attempts to alter this contract or any TO to the KO. In the event the Contractor effects any such changes at the direction of any person other than the KO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

11.1 TASK ORDER PRICING: Task Order pricing shall be accomplished using E4clicks software and RS MEANS pricing to make up the JOC Price Book. Contractor task order pricing shall be accomplished as described below and based on the most economical standard repair/maintenance practices. Value engineering and design review shall be used in project design and scope development. Unreasonable methods and or estimates to accomplish task order tasks will not be accepted.

11.1 Terms Explained:

Line Item Costs: The cost of a line item shall be the JOC Price Book (JOCPB) item's total bare cost based on a national average as defined by RS MEANS Price Book for the City of Jackson, MS. The RS MEANS labor costs are included as line items of work.

11.1.2 Contract JOC Price Book (JOCPB): RS MEANS Price Book unit prices are to be used as the JOCPB for the basis on task order pricing. Estimates composed of the RS MEANS Price Book line items and the Custom price book line items bare costs per unit, based on a national average are used. They are non-negotiable. The JOCPB includes all items of work from the current

year RS MEANS Facilities Repair/maintenance Cost, RS Means Facilities Maintenance & Repair, RS MEANS Assemblies, and RS MEANS Master Composite Cost Data Guides. The line items are priced primarily using contractor furnished RS MEANS electronic data bases: The RS MEANS labor costs are included as line items of work.

11.1.3 Non Pre-priced Items (NPP): are Items of work not included in the JOCPB required for execution of a TO and within the scope and general intent of the contract. These items must be submitted, approved and/or negotiated.

11.1.3.1 NPP item prices taken from local area sources shall be the lowest price offered from at least three (3) verifiable, independent, acceptable vendors. Equipment and material prices shall be based on the contractor's cost. The contractor may be required to show proof of its cost upon request. Labor costs shall be derived using the RS MEANS productivity and crew cost rates.

11.1.4 Local Area Adjustment Factor: The RS MEANS total weighted average city cost index for the city of Jackson, Mississippi.

11.1.5 Coefficient: The coefficient is multiplied against the bare unit prices in the JOCPB to calculate task order prices. The contractor will provide coefficients in accordance with the bid schedule.

11.1.6 The unit prices as established by the JOCPB are multiplied by the coefficient to arrive at the actual price for a unit of work.

11.1.6.1 Coefficient is defined as a numerical factor that compensates the Contractor for any and all costs (generally indirect costs) and profit not included in the JOCPB unit pricing. The coefficients shall include all costs not covered in the JOCPB line items, or not allowed, (such as Division 1 – General Requirements) in the RS MEANS. The coefficients shall include but not be limited to overhead, profit, labor burden for the prime Contractor and subcontractors, bond premiums, insurance, taxes, any adjustment factors for average TO size, proposal preparation costs for withdrawn TOs, costs associated with procurement of required tools, equipment, software, specifications, computers, compliance with environmental laws, security requirements, engineering and testing services if required, and Contractor's perception of the accuracy of the JOCPB. Coefficient should also include cost for incidental design, daily cleanup, protection or incidental moving of Government property including furniture, portable toilets, and administrative and technical support. No allowance will be considered later for these costs.

11.1.6.2 Contingencies such as changes to labor wages and inflation shall be adjusted annually by the annual economic price adjustment to the JOCPB. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit prices to be paid by the Government for work performed under the contract.

11.1.6.3 The Contractor shall consider the following factors that affect the calculation of the coefficients:

1. The coefficients are fixed for the term of the contract.
2. The JOCPB prices are for “in-place” quantities. There shall be no allowances added for waste, compaction, storage, shipping, staging, handling, etc.
3. Daily clean up shall be performed at all active project sites. It shall not be a direct TO cost but shall be paid from the coefficient. Final cleanup will be a direct cost added to each TO.
4. The coefficient shall cover all the items typically designated as general conditions, profit and overhead including administrative support, technical support and labor burden for the prime Contractor’s office staff and workforce.
5. All vehicles, office supplies/setup, administrative requirements, and equipment/tools which are customary to the trade shall be part of overhead, and therefore included in the coefficients. Equipment/tool rental will be allowed as a direct cost to any TO for specialty equipment required for a TO. For example, scaffolding, lifts, earthmoving equipment etc. The Contractor shall provide and maintain equipment/tools such as a generator, gasoline powered pump with hoses, laser level, flatbed trailer, pick-up trucks or vans, etc. The cost of maintaining, operating, mobilizing, demobilizing and transporting the Contractor’s equipment shall be included in the coefficient.
6. Equipment rental shall not be allowed as a direct cost to any TO, except under special circumstances as described.
7. RS Means unit prices are based on projects ranging from \$10,000 to \$1,000,000. Repair/maintenance projects under this contract will range from \$3,000 to \$750,000. Any cost adjustment for the lower average JOC TO size shall be included in the Contractor’s coefficient. No adjustment for TO size will be allowed as a direct TO cost.

11.2 How To Calculate a Task Order Price:

11.2.1 Total JOCPB Costs: The sum of all JOCPB line item costs.

11.2.2 Total NPP Costs: The sum of all NPP line item costs.

11.2.3 Government Furnished Material and Equipment: The Government may provide materials and/or equipment for installation. When furnished, the respective RS MEANS material/equipment shall be deleted from the RS MEANS line item cost, and the remaining line item cost shall be treated as JOCPB line item. If an item does not exist in the JOCPB, the cost for that line item shall be calculated exactly as an NPP item.

11.2.4 Project Total Bare Costs: The sum of the total JOCPB and NPP costs.

11.2.5 Localized Total Bare Costs: The JOCPB total bare costs multiplied by the local adjustment factor.

11.2.6 Task order Costs: The localized total bare cost multiplied by the contractor's coefficient.

11.2.7 NPP Percentage: The NPP total bare cost divided by the total project bare costs.

11.3 Keeping Prices Current:

11.3.1 (JOCPB) JOC Price Book: Contains the list and price information for all pre-priced items covered in this contract. JOCPB consisting of the current year RS MEANS Facilities Cost Data Guide, R.S. Means Assemblies and the R.S. Means Master Composite Cost Data Guides shall be updated each year effective 15 January. (Example: The contract is awarded on 30 March, the 2017 JOCPB shall remain in effect through December 31, and be updated on 15 January).

11.3.1.1 THE JOCPB shall be updated annually through the life of the contract. Each year on 15 January, all projects that were previously estimated, but not yet awarded, will be updated to the current year costs. If the new JOCPB covers an existing Custom Price Book line item, the line item in the new JOCPB will be used and the existing line item in the CPB shall be discarded.

12.1 COMPUTER REQUIREMENTS

12.2 Each TO proposal shall be prepared using e4Clicks Project Estimator and the RS MEANS Facilities master file AES. Each line item in the JOCPB includes appropriate material, equipment and labor costs indexed to the Vicksburg area. The RS MEANS prices in the JOCPB shall be updated annually per agreement, using the MEANS referenced local percentage (in the section titled City Cost Index) for materials and labor for the Jackson, Mississippi area.

12.3 The software estimating package shall have the capability to include quarterly, and yearly RS MEANS price updates by 15 January each year including the current year local adjustment factor for Jackson, Mississippi. The software estimating package shall have the capability to adjust for different coefficients.

12.4 The contractor shall provide and maintain the current year JOC Price Book (JOCPB) consisting of the RS MEANS (MPB) (electronic database of pre-priced items) and Custom Price Book (CPB).

12.4. Not Used.

12.5 The Contractor shall provide, install, and maintain the Contractor's computer hardware and software. As a minimum, the Contractor shall maintain equipment and software throughout the term of this contract to operate the specified AES and AutoCAD.

12.6 Not Used.

12.7 Any Contractor furnished hardware not operating properly shall be promptly repaired by the Contractor so as to maintain all schedules and deliver all documents to the Government within the timeframes specified.

12.8 The Contractor shall furnish and install the RS MEANS annual unit price updates on the Contractor's PC each year at option renewal throughout the term of this contract.

12.9 CADD Requirements: The Contractor shall use the USACE drawing template with title block per SAC Design Guide.

1. All drawing files shall be created using the Computer Aided Design and Drafting (CADD) software. Drawing files shall be compatible with the current version of AutoCAD being used by the Government, without any need for translation or modification by the Government.
2. The Contractor will use vector elements to construct all portions of the electronic drawings. Raster elements are only authorized to show pre-repair/maintenance conditions.
3. The Contractor shall submit all CADD drawings on compact disks (CDs).
4. The Contractor shall submit one set of CDs containing the computer drawing files for each project.
5. The Contractor shall provide all data necessary to display, edit, and plot the files produced for each project.
6. The external label on the media shall indicate the utility used to create the drawing, the date of creation, a description of the disk contents (project name and project number), and the name and phone number/e-mail address of the person who created the disk.
7. Before CADD files are placed on the CDs, all extraneous graphics outside the drawing border area shall be removed and all layers required to properly plot the respective drawing shall be activated or deactivated as appropriate.
8. Ensure all reference files, raster images and other supporting files are attached without device or directory specifications (x-refs shall load properly from any electronic storage area).

13.0 COMMUNICATION: The Contractor shall provide and maintain a cellular telephone for the CONTRACTOR throughout the period of this contract.

14.0 REPAIR/MAINTENANCE START-UP PERIOD: The first 30 calendar days following basic contract award shall be designated as a start-up period, after which the Contractor shall

have all equipment and personnel in place to fully execute the requirements of this contract.

15.0 PRE-PERFORMANCE CONFERENCES: Prior to issuance of a NTP for any TO, the KO may elect to host a Pre-Performance Conference. The Contractor and subcontractors shall be represented at the scheduled conference and be prepared to discuss potential difficulties and obstacles.

16.1 ORDERING PROCEDURES

16.2 Site Visit

16.2.1 As the need arises for performance under the terms of this contract, the KO or his/her authorized representative will provide the CONTRACTOR an RFP that shall include a written SOW, a preliminary list of required administrative, design, and shop drawings/material submittals, and possibly concept design drawings. The site visit will be scheduled at the earliest possible time, but in no case more than 2 working days from the date of notification. The CONTRACTOR and subcontractors shall attend the site visit with the customer's representative and KO's representative to clarify the scope of the requirement, verify existing conditions, satisfy themselves as to the character and amount of work to be accomplished, and obtain whatever measurements and information is necessary to develop the design and produce a complete and accurate TO proposal. The scope validation/site visit discussions will include:

1. Site access;
2. Methods and alternatives for accomplishing the work;
3. Definition and refinement of requirements;
4. Requirements for Contractor proposal (in addition to those enumerated in this SOW);
5. Validation/Refinement/Detailed scope of work; and
6. Special time requirements for completion, phasing requirements, and liquidated damages.

16.2.2 The CONTRACTOR shall accomplish a Memorandum for Record of the site visit. Two (2) copies of the Memorandum for Record shall be submitted to the Contracting Officer's Representative (COR within one (1) work day following the site visit.

16.3 Contractor's Proposal: A TO proposal shall consist of (1) drawings, (2) detailed TO cost proposal, (3) proposed Bar Chart Schedule, (4) cover sheet including the Statement of Work, describing in detail the project scope (5) submittal register list of administrative, design, and technical submittals, (6) supporting documents. Each proposal shall be complete and in sufficient detail to allow ready determination of compliance with the TO requirements.

16.3.1 Drawings: Provide one (1) set of electronic drawings on CD which clearly locate, define, and quantify each item in the Contractor's detailed cost proposal. The Contractor's drawings shall clearly indicate compliance with the requirements of the Government's concept design and building codes. The Contractor shall provide civil, structural, architectural, mechanical, and electrical drawings in sufficient detail to allow the Government to evaluate

the Contractor's detailed cost proposal for completeness and accuracy. For example, as a minimum the electrical drawings shall indicate outlet locations, wire sizes, panel locations and load requirements, transformer sizes and locations, and actual routing of circuits. Examples of required drawings include site plans to show utilities, landscaping and topographical elevations; foundation plans and details; floor plans, elevation drawings, reflected ceiling plans, roof plans, typical details, structural framing plans, door/window/hardware/equipment/finish schedules, etc. All drawings shall bear a standard Government furnished title block indicating the sheet number, project name, project number, designer's signature, CONTRACTOR signature, Contractor's letterhead, (3) blanks for revision dates, and signature/date approval block for the COR.

16.3.2 Detailed TO Cost Proposal: An emailed copy of the Contractor's complete detailed line-item TO cost proposal shall be submitted for each proposal. The narrative of the proposal shall include, elements of cost (cost breakdown), written quotes as required, Mississippi State and County sales taxes, quantity discount rates, method of delivery, delivery time, company name, point of contact, phone number, personal knowledge of the market conditions, etc.

Estimates of Prepriced Items: Contractor shall submit a computerized, "detailed report" estimate, organized into the format reflected in the pricing guide (or a contracting officer approved equivalent) listing quantities, prices, and a short description of all items required by the statement of work and drawings for which a price exists in the pricing guide.

Estimates of Non-Prepriced Items: Contractor shall submit a computerized, "detailed report" estimate organized into the format reflected in the pricing guide (or contracting officer approved equivalent) listing quantities, prices, and a short description of all items required by the statement of work and drawings for which no price exists in the pricing guide.

Accuracy: All measurements used in developing cost estimates shall be exact dimensions. Unit prices include all waste, so the government will NOT allow additional SF, SY, LF, CY, etc., for waste. For example, when estimating ceiling tile for a room 14 feet by 14 feet totals 196 square feet, the contractor's proposal shall reflect 196 square feet for the removal and installation of the ceiling tile.

16.3.3 Bar Chart Schedule: Each TO proposal shall include a brief critical path Bar Chart Schedule, taking into account the major work elements from the detailed cost proposal, as well as submittal reviews, mobilization, material delivery times, anticipated weather delays and Pre-Final and Final Inspection.

16.3.4 Cover sheet including the SOW and scope: Each TO proposal shall include a cover sheet defining the project contact information, performance period, general conditions, anticipated submittals, environmental and/or hazardous material issues, and a thorough description of the demolition and repair/maintenance scope.

16.3.5 Submittal Register: Includes a list of all anticipated administrative, design, and technical submittals that will be required post award to execute the TO. Each submittal item will be

classified for Government (G) or QCONTRACTOR (FIO) review. Submittal Register format shall be provided in electronic form by the COR.

16.3.6 Supporting Documents: Includes calculations, catalog cuts, specifications, architectural renderings and/or other documentation necessary to demonstrate compliance with the requirements of the Government's concept design, criteria and building codes.

16.3.7 Design Submittal Acceptance/Approval. The contractor shall not construe the KO's acceptance/approval of design submittals as a complete check, but only an indication that the general method of repair/maintenance, materials, detailing and other information are satisfactory. Acceptance/approval will not relieve the contractor of the responsibility for any errors or omissions that may exist, nor from responsibility for complying with the requirements of this contract. Under the contractor's quality control requirements of this contract, the contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory repair/maintenance of all work. If applicable, the contractor shall make all corrections required by the KO and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. After the KO accepts/approves a design submittal, the Government will not consider any resubmittal for the purpose of substituting materials or equipment unless accompanied by an explanation of why a substitution is necessary. On disapprovals, the Government shall annotate the reason for disapproval on the drawing. If the contractor initiates any work before receiving acceptance/approval, the contractor assumes all risk for that work.

16.4 Negotiations: Negotiations shall consist of meetings between government and contractor personnel to come to an agreement on the specific conditions, performance times, and cost of a task order or the basic contract.

The KO will notify the CONTRACTOR and schedule negotiations. The CONTRACTOR shall be available to negotiate within 2 working days of notification.

The KO will negotiate, on a line item by line-item basis, a firm fixed price for the TO. Unit prices will not be discussed, except for NPIs. The negotiations will establish the appropriate line items for the TO, and quantities for each line item. The Contractor must be prepared to provide quantity calculations justifying the material quantities contained in the proposal.

For each TO, the Government shall develop its own independent Government Estimate. During negotiations, should either party (the contractor or the Government) refuse to agree on the appropriateness of the other's line item(s) and adjust their estimate accordingly, negotiations shall cease without award or cost to the government.

At the conclusion of line item cost negotiations, the KO will negotiate a reasonable and expeditious performance period based upon input from the COR, the Contractor's proposed critical path Bar Chart Schedule, and RS Means daily output data. Provisions for assessing liquidated damages (LD) will be determined on each individual TO by the KO.

Within 5 working days after the TO price and performance time have been negotiated, the Contractor shall provide revised drawings, corrected for any deficiencies and negotiated changes. One revised set (blue/ink) shall be provided to the KO for signature. Incomplete drawings may be annotated and returned to the CONTRACTOR for revision. Approved drawings will be signed by the COR and returned to the CONTRACTOR for use as repair/maintenance documents. The repair/maintenance drawings must be on the jobsite at all times.

16.5 Estimation Of Projects In Advance Of Funding:

16.5.1 During the course of the contract, the contractor may be required to estimate and negotiate projects in advance of funding. These projects may not have funding available and there is no guarantee that funds will become available for award of the project. No separate compensation for any Pre Order costs including proposal preparation and attendance during negotiations or site visits will be due to the contractor for projects that are negotiated and funding is not provided.

16.5.2 Fiscal Year-end Procedures: The contractor may be given a list of projects that the Government reasonably expects funding for. The list may be revised for both additions and deletions based on the Governments' requirements. These projects will be estimated and negotiations completed. The Government shall incur no obligation until such time as funding becomes available and a task order is executed for the project. The negotiated total quantities shall remain binding until funding becomes available. Projects that are funded and awarded after the exercise of an option will be re-priced (not renegotiated) utilizing the current JOCPB. Agreed upon total prices that contain non-priced items shall be verified with the contractor prior to execution of the task order. In the event the non-priced items have undergone a substantial change in the market (i.e., 10% difference), the items shall be re-negotiated and agreement reached prior to executing a task order.

17.1 TASK ORDER PROPOSAL EVALUATION

17.2 The Government will evaluate the Contractor's TO proposal and provide the KO with a mark-up copy of the contractor's TO proposal identifying quantities and/or line items requiring negotiations.

18.1 COMMENCEMENT, PROSECUTION, COMPLETION & PAYMENT FOR WORK

18.2 Task order Issuance: TOs will be issued by the KO using the Department of Defense (DD) Form 1155, Order for Supplies or Services. Each task order will include the following information:

1. Date of Task order;
2. Contract Number and Task order Number;
3. Item number, description, material submittal requirements, quantity and unit prices for prepriced and non- prepriced items and total ;

4. Task order price and delivery or performance period;
5. Accounting and appropriation data;
6. Liquidated damages, if any; and
7. Any statement of work, drawings or other pertinent data.

18.3 Notice to Proceed (NTP): Once the KO has issued an individual TO, the CONTRACTOR shall submit a Bar Chart Schedule and submittals for approval. The NTP will not be issued until the repair/maintenance drawings and pre- repair/maintenance submittals have been approved by the COR. The Notice to Proceed for written task orders may be the date the contractor receives the TO, in which case submittals will be minor and reviewed concurrent to work commencement. In rare circumstances, on projects deemed emergencies, the Contracting Officer may issue verbal direction prior to the issuance of the written task order. In those instances, the notice to proceed shall be the date the contractor received the verbal notice to proceed from the Contracting Officer with written notification to follow within 72 hours. The Government also reserves the right to execute changes in delivery dates of on-going task orders to accommodate higher priority task orders.

18.4 Change Proposals: The maximum time for submission of proposals shall not exceed five (5) calendar days from receipt of request.

18.5 Submittals: Submittals shall be provided in a logical timely manner and each shall be listed on the Submittal Register. An updated submittal register with all data fields completed and up-to-date shall be submitted on a monthly basis.

18.6 Bar Chart Schedule: Upon award of the task order and prior to the start of work, prepare and submit to the Contracting Officer for acceptance a repair/maintenance schedule in the form of a Bar Chart in accordance with the terms in Contract Clause "FAR 52.236-15, Schedules for Repair/maintenance Contracts," except as modified in this contract. Acceptance of an error free Baseline Schedule and updates is a condition precedent to processing the Contractor's pay request.

The Bar Chart shall show submittals, government review periods, material/equipment delivery, utility outages, on-site repair/maintenance, inspection, testing, and closeout activities. The Bar Chart shall be time scaled and generated using an electronic spreadsheet program.

Update the Repair/maintenance schedule at monthly intervals or when the schedule has been revised. The updated schedule shall be kept current, reflecting actual activity progress and plan for completing the remaining work. Submit copies of purchase orders and confirmation of delivery dates as directed.

18.7 Inspection by the Government: The COR will monitor the Contractor's progress on each active TO, and identify any non-compliance items while performing technical surveillance of workmanship. The COR must have access to the jobsite at all times. Repair/maintenance drawings must be on the jobsite and available for review.

18.8 Progress Reports: The CONTRACTOR shall coordinate with the COR weekly, to review the amount of progress for each TO and discuss any weather days requested for the previous week. This review will ensure accurate progress is reported by the Contractor on the bi-weekly progress reports (AF Form 3065). Disputes over progress will be referred to the Contracting Officer for resolution. The Contractor will be paid monthly (upon the submission of proper invoices) for the work performed during the preceding month for each individual TO.

18.9 Progress Meetings: The CONTRACTOR shall attend a bi-weekly meeting as scheduled by the contractor to discuss each active TO. The contractor shall prepare minutes of the meeting and provide a copy to all parties in attendance. Should any party not concur with the minutes, they shall state the areas of nonoccurrence in writing to the contractor within 4 calendar days of receipt of the minutes. Two (2) copies of the meeting minutes shall be submitted to the Contract Administrator (CA) within one (2) work days following the site visit.

18.10 Distribution of Correspondence: A Contractor representative shall visit the DPW/Contracting Office as needed but at least once each workday to pick up and deliver correspondence.

18.11 Payment: Final payment for each TO will be withheld until all discrepancies are corrected and as-built drawings are approved by the COR. Payment up to 90% will be made for performance, and 10% will be withheld for receipt of approved as-built drawings/CADD disks for 100% payment.

19.1 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) (LOCAL 52.236-4100 ER 415-1-15)

19.2 This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the clause entitled DEFAULT (FIXED PRICE REPAIR/MAINTENANCE). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

19.2.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

19.2.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

19.3 Upon acknowledgement of the notice to proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's

scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE REPAIR/MAINTENANCE).

20.1 HOURS OF WORK

20.2 Standard Working Hours: Standard working hours at ERDC are from 0700 to 1700 hours, Monday through Friday, excluding Federal holidays. The government may restrict access to work sites to these hours and days. The contractor shall consider all other hours non-standard time and use the appropriate coefficient to multiply unit prices for tasks performed during those hours. In the technical/cost proposal submitted for each task order, the contractor shall clearly identify those items of work scheduled for accomplishment during non-standard time and include justification for the request.

20.3 Holidays: The Government recognizes the federal holidays specified at http://www.opm.gov/Operating_Status_Schedules/fedhol/.

20.4 Request to Work Outside Standard Working Hours: The Contractor may request to work on a weekend, after hours, or on a holiday. All such requests must be submitted in writing to the COR with a description of the type of work to be accomplished on that date. Any request to work a weekend shall be submitted by close of business on the preceding Tuesday. Requests to work other than weekends shall be submitted a minimum of 72 hours prior to the requested date. The Government reserves the right to approve or deny the request. Contractor's request to work outside standard work hours shall not justify non-standard rates.

21.1 JOBSITE VERIFICATION/GOVERNMENT-FURNISHED RECORD DRAWINGS:

21.2 The Government agrees to provide access to all available, known and relevant drawings the Contractor may need. Prior to starting each TO proposal, the CONTRACTOR shall schedule an appointment with the COR to review the Government record drawings. Upon request, the CONTRACTOR shall be provided up to two (2) copies of any such drawing relevant to the TO. The CONTRACTOR shall sign a receipt listing the specific drawing sheets requested and received. The accuracy, adequacy and/or integrity of these drawings is not guaranteed, and the Contractor must field verify all items on the drawings. The existing dimensions and locations shown on the drawings are for approximation purposes only. Failure to verify the dimensions, conditions, and locations of items on Government furnished record drawings shall not relieve the Contractor of responsibility for his design, and shall not

constitute a basis for reimbursement for cost increases resulting from inaccuracies of drawings furnished to the Contractor. The Contractor's repair/maintenance drawings must show existing conditions in the project area.

22.1 SUBMITTALS

22.2 In each task order proposal, the contractor shall provide a Submittal Register as required by the section entitled "ORDERING PROCEDURES." This Register will identify any material and articles requiring approval contemplated by the FAR 52.236-5 Materials and Workmanship Clause. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Proposed deviations from the contract requirements are to be clearly identified, require Government and CQM approval, and will be considered where advantageous to Government.

22.3 Within ten (10) calendar days of award of a TO, the Contractor shall transmit for COR approval three (3) complete copies of all required submittals using the ENG Form 4025. One copy will be returned to the Contractor. For each hardcopy transmittal, create and transmit a CD/DVD with an Adobe PDF (or equal) scan of the hardcopies complete with the transmittal form, CQCs approval stamp, signature, and date. Electronic scan shall be exact electronic reproduction of the hardcopy submittal. Any discrepancies or omissions that result in the work due to non-exact reproductions shall be corrected at no additional cost to the Government.

22.4 Except as specified otherwise, allow review period, beginning with receipt by approving authority, that includes at least 10 working days for submittals for Government approval. Period of review for each resubmittal is the same as for initial submittal. A period of 15 working days will be allowed for consideration by the Government of submittals with variations. Submittals will be returned to the Contractor with one of the notations indicated on the ENG Form 4025.

22.5 Once the Government has approved a specific item of material or equipment on this contract, the item is considered to be approved for the remaining duration of the contract. Unless otherwise directed by the COR or the individual TO, the Contractor can reference the previous approval on the ENG Form 4025 and does not need to resubmit on this item. If, at any time during the duration of this contract, the contractor desires to change materials from those originally approved, the contractor shall resubmit the new materials to the COR for approval prior to incorporation into a project.

22.6 Submittals shall be checked and the ENG Form 4025 signed and certified by the QCONTRACTOR prior to submission to the COR.

22.7 Submittals shall be legible, and shall include all technical data needed to verify that the item meets requirements of the JOCPB line item description, specifications, and applicable codes.

22.8 Refer to the UFC and UFGS Technical Specifications for special requirements such as a PE stamp for shop drawings and calculations such as roof and pre-engineered building shop drawings.

22.9 Materials shall not be ordered or installed prior to approval.

22.10 Submittal Register: The contractor shall develop and maintain a Base Contract master submittal register to record and track all preapproved material submittals. The contractor shall number all material submittals consecutively throughout the life of the contract. For resubmittals after disapproval, or resubmittals upon request of the COR, the contractor shall use the original transmittal number and mark the transmittal for resubmittal as required by the ENG 4025.

22.11 The COR's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that and other information are satisfactory. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory repair/maintenance of all work.

23.1 PERMITS

23.2 Work Clearance Request/Dig Permits:

23.3 Burn Permits:

23.4 Environmental Permits: The contractor shall obtain all required environmental permits and file all required notifications to regulatory agencies in accordance with Federal, state, and local regulations. The contractor shall correct, solely at his/her expense and to the satisfaction of the appropriate regulatory agency, all violations which he/she has caused. This includes any fines, penalties, or related actions imposed on the contractor as well as compensating the Government for any fines, penalties, or related actions imposed as a result of the contractor's actions.

24.1 EXCAVATION

24.2 It is the Contractor's responsibility to verify as-built conditions. The Government does not guarantee the accuracy or adequacy of existing as-built drawings.

24.3 The Government will exercise reasonable attempts to identify/locate buried lines. The Contractor shall ensure that ERDC DPW and private utility surveyors have marked existing underground utilities prior to starting excavation.

24.4 Any lines identified by flags or on the drawings/digging permit shall be avoided by the Contractor. The contractor should take caution within 3 feet of a utility mark out. To preclude accidental damage, the contractor shall locate the exact location of all known utilities by hand digging three (3) feet on each side of all utility lines prior to any

excavation with power equipment. Since depth of the utility will not be provided, the contractor assumes responsibility for any depth determination necessary.

24.5 For work at the ERDC, if the contractor hits anything within 3 feet of a utility mark out, he/she is responsible for immediately replacing the utility back to its prior working condition. If the contractor hits a utility that is unmarked or is outside the 3 foot mark out, the Government shops will repair. If the damaged utility requires an outside source (e.g., someone to repair fiber optic lines) to effect the repairs, and the contractor is responsible for the damage, the contractor shall furnish payment within a 24 hour period of having the work done. In an emergency situation, or if the KO determines the Contractor is not responding within a reasonable time, the Government reserves the right to repair the damage and bill the Contractor at appropriate rates.

24.6 The Contractor shall immediately notify the KO, COR and fire department when any utility line is damaged.

25.1 TESTING OF MATERIALS

25.2 All material or system tests that are charged as a direct TO expense shall be certified, and submitted in the original form. The Contractor shall notify both the COR and the KO at least 24 hours prior to conducting tests. Tests shall be performed in accordance with design technical specifications prepared by the contractor's Designer of Record. When a design is not required by the TO, the contractor shall perform testing using the methods and frequency suggested by applicable USACE and applicable industry references (ASTM, ACI, etc.) which address that feature of work,

25.3 The casting and testing of concrete strength test cylinders, beams and cores shall be taken in the presence of, and as directed by the COR. The Contractor shall notify both the COR at least 24 hours prior to placement of any concrete. The Contractor shall label test cylinders, beams and cores immediately with black permanent marker to clearly indicate the cylinder number, project number, and date. Cylinders, beams and cores shall remain on the project site until they are tested.

25.4 Proof rolling of subgrade material and compaction tests of fill material shall be performed in the presence of the COR, who will specify the location where each test is to be taken. Compaction tests will typically be required for each lift. The Contractor shall notify both the KO and the COR of the scheduled time and date for testing each lift at least 24 hours in advance. Tests performed without the COR present will not be accepted.

26.1 PUNCH-OUT, PRE-FINAL, & FINAL INSPECTIONS

26.2 Punch-out Inspection: Conduct an inspection of the work by the QCONTRACTOR near the end of the work. Prepare and include in the QC documentation a punch list of items which do not conform to the contract, approved drawings, or specifications. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. Make a second inspection the QCONTRACTOR to ascertain that all deficiencies have been corrected. Once

this is accomplished, notify the Government that the project is ready for the Government Pre-Final inspection.

26.3 Pre-Final Inspection: The Government will schedule the Pre-Final inspection with the customer, user, other base personnel, and the QCONTRACTOR to verify that the project is complete within 7 calendar days of notification. A Government Pre-Final Punch List may be developed as a result of this inspection. Ensure that all items on this list have been corrected before notifying the Government that a Final inspection can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner.

26.4 Final Acceptance Inspection: The CONTRACTOR shall submit a written request for Final Inspection to the COR at least 7 calendar days prior to the Final Acceptance Inspection. The Final Acceptance Inspection shall be held on, or prior to, the specified contract required completion date. The written request shall include the Contractor's assurance that all deficiencies will be complete and acceptable by the date scheduled for the Final Acceptance Inspection. The COR will schedule and conduct Final Inspections with the COR, QCONTRACTOR, CONTRACTOR, PS, customer, user, and other base personnel. If during a Final Acceptance Inspection it is obvious to the KO that the project is not ready for a Final Acceptance Inspection; the Final Acceptance Inspection will be terminated and rescheduled after a minimum of a 24-hour waiting period.

27.1 WARRANTY

27.2 The Contractor shall provide a minimum one-year warranty on all work in accordance with FAR 52.246-21, Warranty of Repair/maintenance. The KO shall notify the CONTRACTOR of warranty issues. After initial notification of a potential warranty problem by the Government, the CONTRACTOR must investigate the issue and respond within 48 hours for routine warranty calls and within 2 hours for emergency calls. If the CONTRACTOR believes the issue is not warranty related, he may request a fact-finding visit with the KO and COR. If the fact-finding meeting determines the issue is warranty related, the Contractor must initiate corrective action within 48 hours for routine calls and within 24 hours for emergency calls. Corrective action shall include making temporary repairs, as necessary, until more permanent repairs can be made or replacement parts ordered.

27.3 Warranty Repairs must be completed to the complete satisfaction of the KO, in accordance with the applicable specifications, within seven (7) calendar days of receiving materials for routine calls and within 48 hours of receiving materials for emergency calls, or as determined by the KO.

27.4 The Contractor is responsible for ensuring subcontractors fulfill warranty requirements on their work. All manufacturer warranties for equipment, roofing, etc. installed under an individual TO shall be submitted to the KO prior to close-out.

27.5 If the contractor fails to honor warranty requirements (to include making temporary repairs), the government may correct the deficiencies and bill the

contractor for the repairs.

28.1 CONTRACTOR'S AS-BUILT/RECORD DRAWINGS

28.2 Throughout the progress of the work, the Contractor shall keep a careful record at the job site of all changes and corrections from the layouts shown on the drawings. The Contractor shall enter such changes and corrections on record drawings promptly.

28.3 As-Built drawings shall indicate all physical changes to the repair/maintenance area and the actual location of any subsurface utility lines installed or encountered during the work. The drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction in sufficient detail that anyone may determine the location of these lines and appurtenances in the event the surface openings or indicators become covered over or obscured. Drawings shall indicate all valves, splice boxes, and similar appurtenances by dimensions along the utility run from a reference point. The drawings shall also note the average depth below the surface of each run.

28.4 Prior to submitting a 100% invoice for a TO, the Contractor shall submit to the KO for review and approval, one copy of as-built prints on Mylar film and one set of drawing files showing the aforementioned data. The red-lined record drawings must be available for review. Final as-builts will be furnished in digital format.

29.1 GOVERNMENT FURNISHED EQUIPMENT / MATERIALS

29.2 On occasion, the Government may choose to supply the Contractor with materials to accomplish project requirements. These will be identified in the RFP. If this occurs, the JOCPB prices for labor and equipment only will be used. They are considered as prepriced. The Contractor can in no way adjust his price. The materials are to be cared for by the Contractor, and excess materials are to be returned to the Government.

29.3 The Contractor assumes all liability associated with Government furnished materials (GFM) and Government furnished equipment (GFE) once transferred to the Contractor.

30.1 PROJECT SCHEDULING & COORDINATION

30.2 The contractor shall coordinate work schedules with the KO/CA and the COR prior to the start of work. Work shall be scheduled so as to cause a minimum of interference with the operations of the Government in the area involved.

30.3 No less than five days before any work is initiated under an individual TO, the CONTRACTOR shall coordinate with the KO and COR and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials, use of approaches, corridors, stairways and elevators, the location of partitions and barriers, location of smoking areas, eating areas and restrooms for the Contractor's employees and any other incidentals to the project.

30.4 Each TO shall be diligently worked according to the approved progress schedule and without extending performance periods due to insufficient resources.

30.5 When specifically requested by the Government, the work shall, so far as practicable, be done in definite sections or areas and confined to limited areas that shall be completed before work in other areas is begun. These areas shall be clearly annotated on the Contractor's repair/maintenance drawings.

31.1 WORK IN OCCUPIED AREAS

31.2 This contract includes work in both occupied and unoccupied facilities. All work must be coordinated by the Contractor to minimize inconvenience to occupants.

31.3 The contractor shall perform all work with continuous daily progress. The government will not accept or permit days of no work except for drying or curing of previous work or as directed by the KO.

31.4 The government may require the contractor to work around or move furniture, equipment or other government assets within the work area. The contractor must protect all government furniture, equipment and assets from Contractor-generated dust, debris, or damage. The government will hold the contractor responsible for any damages.

31.5 The contractor shall maintain the work site, hallways, and emergency exits free of debris and safe at all times. Contractor personnel shall strictly adhere to Safety standards and practices at all times during the term of the contract.

31.6 During interior repair/maintenance of occupied buildings, the contractor shall provide and install non-combustible or self-extinguishing material drop-cloths to isolate areas exposed to debris or noise, or to cover material storage.

32.1 COORDINATING WITH GOVERNMENT ACTIVITIES

32.2 The Contractor shall adhere to the requirements of each individual user organization. Any infringement on the normal working conditions (i.e. closing a hallway) shall be coordinated at least 72 hours in advance.

32.3 If it becomes necessary to interrupt Government work activities in buildings and/or areas for repair/maintenance purposes (except as otherwise described in the TO), permission to do so must be requested in writing to the KO at least five (5) working days in advance.

32.4 Written requests for street closings shall be submitted to the KO for approval at least ten (10) working days prior to the proposed street closure. The Contractor shall submit a Traffic Control Plan in accordance with EM 385- 1-1. Generally, one lane traffic shall be maintained at all times.

32.5 Utility Outages: The contractor shall perform the work under this contract with a

minimum of outage time for all utilities. The contractor shall schedule any work that requires utility outages (electrical, water, gas, etc.), which will close down or limit normal activities in the building, repair/maintenance area, or other affected areas (as determined by the KO) at a time other than regular work periods of the organization occupying the facility. The contractor shall submit requests for approved utility outages fifteen (15) working days prior to commencing work. The contractor must receive approval in writing from the COR before interrupting utilities. Wide scale disruption of utilities service to the military family housing area shall include coordination with the base newspaper. This coordination shall be the responsibility of the contractor. In the event a scheduled outage is canceled by the government, the COR will notify the contractor at least 24 hours in advance of the time for the outage to start at no additional cost to the government. Once work begins on an approved outage, work must continue without interruption until the contractor restores utility services to the affected line(s) and/or facility. The Contractor shall coordinate with the COR to have Government personnel shut off utilities.

32.6 Communications Utilities: Unless specifically directed, the contractor will not disturb communication wiring to facilities. Where such facilities require removal of communication equipment and wiring to accomplish the work involved, the contractor shall notify the KO at least five (5) work days in advance of the requirement, for scheduling such removals. The contractor shall allow for the accomplishment of such removals by the telephone company or communications personnel for the systems they service. If repair/maintenance activities damage any communication equipment or wiring, the contractor shall restore services as soon as possible, but no later than 24 hours, and at no cost to the government.

32.7 Prior to start of any paving, fencing or paving, the Contractor shall coordinate start and completion dates in writing with the KO at least ten (10) working days prior to the scheduled start date.

32.8 Any contractor installed temporary repair/maintenance intended to prevent interruption of normal work activity or loss of utility services is subject to approval of the KO.

33.1 NOISE CONTROL

33.2 The Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations relative to noise control. The Government may require that operations that generate excessive noise be scheduled at other than standard work hours.

34.1 REPAIR/MAINTENANCE SITE MAINTENANCE

34.2 The Contractor shall store all supplies and equipment on the project site as much as is practicable so as to prevent theft or mechanical/climatic damage. The KO will determine storage area location. The site shall be maintained in a neat and orderly manner.

34.3 The Contractor shall dispose of all trash and debris generated during the contract. Disposal shall be by sanitary landfill or other approved methods and shall conform to all Federal, state and local guidelines and regulations.

34.4 The contractor shall perform mowing and trimming operations on his job site or storage site at no additional cost to the government. Vegetation shall be mowed and trimmed when it reaches the height of five (5) inches. Mowing and trimming shall be to a height of three (3) inches. Mowing shall be accomplished with a rotary mower that leaves the clippings evenly distributed on the soil surface. Mowing shall be accomplished during normal duty hour periods and in such a manner that the soil and grass will not be damaged. Towed mowers and self-propelled riding mowers shall not be operated within three (3) feet of trees and shrubs. Areas next to trees and shrubs shall be mowed with hand-propelled mowers.

34.5 Prior to completion of the work each day, the contractor shall handle, transport, store, and dispose of all waste materials and rubbish generated by any work under this contract. If the contractor temporarily stores waste material or rubbish in a dumpster controlled by the contractor, the contractor shall secure the dumpster in such a manner that prevents unauthorized use. The contractor shall post signs on the dumpster(s) noting it as a CONTRACTOR DUMPSTER and NOT FOR PUBLIC USE. On a minimum weekly basis, the contractor shall remove and dispose of any waste or excess material, resulting from any contract requirement. Location of a dumpster at the site shall be as directed by the COR.

34.6 All mud, dirt, debris, foreign objects, or spills of any kind from the Contractor's operations (including subcontractors and suppliers) on roads, streets and parking lots shall be cleaned off the same day.

34.7 The Contractor shall have all refuse removal trucks covered and secured prior to leaving the jobsite. If any materials are observed falling off the trucks, the truck shall be stopped and reloaded to prevent damage to any other vehicles caused directly/indirectly by falling debris. The Contractor shall bear the monetary responsibility to repair all damage associated with falling debris.

34.8 There are no approved concrete truck cleanout sites on base. The Contractor may instruct the truck to wash out into the Contractor's dumpster only. If the concrete truck cleans out anywhere else on base, the cleanup charges will be billed back to the Contractor and against the individual TO.

34.9 The refuse contract supplies dumpsters for Government produced refuse only. The Contractor shall not dump refuse from any JOC project in the Government dumpsters. If the KO discovers JOC refuse in Government dumpsters, he may instruct the Contractor to immediately remove the refuse, or have Government resources remove it at the Contractor's expense.

34.10 The Contractor's dumpster shall be removed from the project site prior to Final Inspection. The Contractor shall repair any damage the dumpster causes to paving or lawns.

34.11 Each project site must be cleaned up at the end of each day. All debris (whether blown in or Contractor generated) on the jobsite shall be picked up and disposed of

properly. All materials shall be neatly stacked and secured to prevent wind gusts from blowing materials around base. If the KO deems the site is unsightly the Contractor may be instructed to halt repair/maintenance and clean up the site.

34.12 Trees, Shrubs, Grass and Irrigation Systems: The Contractor shall take appropriate measures to prevent injury to plants and subsurface irrigation systems on the project site unless designated to be removed. The Contractor shall not remove or prune any plants without approval from the KO or his designated representative. Plants that are damaged during repair/maintenance shall be replaced at no expense to the Government with a 1 year warranty. Damaged shrubs or hedges shall be replaced with plants of equal size, type, and value. Any subsurface irrigation system damaged by the Contractor shall be repaired by the Contractor.

34.13 Upon the KO's request, the contractor shall install visual screening outside the repair/maintenance site to maintain a neat appearance.

35.1 CONTRACTOR PARKING:

35.2 The Contractor's employees, suppliers, and subcontractor vehicles shall not be parked on grass surfaces at any time. In addition, vehicles may not be driven over grass surfaces, unless indicated during Site Visit or pre performance conference.

36.1 TRANSPORTATION OF REPAIR/MAINTENANCE EQUIPMENT:

36.2 The Contractor shall not drive any repair/maintenance equipment with metal wheels or tracks (i.e. roller, excavator etc.) on the streets at the ERDC. All equipment shall be loaded on a trailer and hauled to the location.

37.1 ERDC FIRE REGULATIONS:

37.2 The Contractor shall comply with current the ERDC Fire Regulations. Fire protection at the ERDC is provided by the City of Vicksburg. The Contractor shall use no explosives or fire in performing the work. The Contractor shall understand and comply with current Occupational Safety and Health Administration welding and cutting requirements.

38.1 SECURITY REQUIREMENTS

38.2 The Contractor shall comply with security regulations imposed by the Installation Commander and the tenant agency occupying and managing the space where work is to be performed, including any necessary security clearances. Prior to mobilization, the Contractor shall provide the KO a list of 2 key personnel authorized to act as security coordinators, normally the Contractor's Contract Manager (CONTRACTOR) and Contractor's Project Superintendent (PS). Security coordinators shall be authorized to submit a list of contractor and subcontractor personnel requiring access to work on JBC. The list shall be kept current and the KO shall be notified immediately and approve any changes to the list. Security procedures, submittal process, and any required forms will be addressed at the Pre-

Performance Conference.

38.3 All Contractor and subcontractor's employees entering ERDC in the performance of this contract will be required to apply for, obtain, and display employee identification as prescribed by local agency and Army Instructions. Failure of workers to obtain entry approval will not affect the contract price or time of completion. Access restrictions are subject to change and shall not result in an adjustment to the coefficients.

38.4 Contractor identification cards may be issued for the performance period of the task orders only, or for 1 year, whichever is the shorter period of time.

38.5 Contractor personnel will be made aware by the COR and the CONTRACTOR of the necessity for safeguarding identification cards issued and the requirement for reporting any identification cards lost.

38.6 All vehicles are subject to search and inspection at any time while on the ERDC. Commercial vehicles shall always be inspected prior to entering the ERDC.

38.7 The ERDC has a Commercial Vehicle Entrance at Gate 3 off Halls Ferry Road where all deliveries and large trucks (dump trucks, semi-trucks, etc.) are required to use.

39. Not Used.

40.1 WORK IN SPECIAL SECURITY AREAS:

40.2 At least ten (10) work days prior to commencing work, the contractor shall submit, in writing, a list of all personnel who will perform work in special security areas.

40.3 Security Forces may require a local agency check have been performed on all personnel involved in the accomplishment of work in special security areas prior to commencement of work. The Contractor should allow approximately 30 days for this check.

40.4 Work in special security areas, including controlled and restricted areas, shall be escorted by Government personnel. A maximum of five (5) escorts shall be available at any given time and one escort may escort up to six (6) workers, provided the escort official can visually monitor all personnel under escort. The Government will provide these escorts only during normal working hours. The contractor shall schedule work requiring escorts, except site visits for project estimating purposes at least three (3) calendar days prior to starting work unless the KO waives this requirement. Any work outside of normal working hours must be scheduled and approved by the KO at least seven (7) days in advance.

40.5 Due to specific mission requirements inherent in the nature of these special security areas, the Government may direct the contractor to leave the area at any given time and the Contractor shall comply to such an order with all possible speed.

41.1 SAFETY AND HEALTH

41.2 The Contractor shall assume full responsibility and liability for compliance with the applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employee or subcontractors, which results in illness, injury or death. The contractor shall initiate and maintain such programs as to comply with the provisions of the Occupational Safety and Health Standards and the United States Army Corps of Engineers' Safety and Health Requirements Manual (EM 385-1-1). These programs shall include the education and training of employees and subcontractors' personnel in the recognition, avoidance, and prevention of unsafe conditions.

41.3 The contractor is responsible for ensuring subcontractors provide necessary support to satisfy requirements. The contractor shall include a stipulation in all subcontracts to require subcontractors to comply with the safety provisions as applicable.

41.4 All work shall comply with applicable Federal, state and local safety and health requirements, with the Contract FAR Clause 52.236-13, Accident Prevention, and with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the TO solicitation. The Contractor's Accident Prevention Plan shall follow the format shown in COE EM 385-1-1, Appendix A - Minimum Basic Outline for Accident Prevention Plan. Where there is a conflict between applicable regulations, the most stringent shall apply.

41.5 The Contractor or any of his/her subcontractors who will be responsible for handling hazardous and toxic materials shall have the necessary certifications before doing so, and shall provide the COR with evidence of said certifications prior to issuance of the NTP.

41.6 The contractor shall conduct initial and periodic training for their employees, and ensure that all subcontractor employees have had proper safety and awareness training.

41.7 The contractor shall establish and maintain a safety plan to ensure the safety requirements of the contract are provided as specified throughout the duration of this contract. The safety plan shall be provided as specified and submitted to the KO within fifteen (15) days following award of the contract. The safety plan shall be subject to Government approval. Contractor compliance with the safety plan will be monitored by the Government. Contractor shall modify the Safety Plan, as needed, during the performance of this contract.

41.8 Within 30 days of contract award, and prior to the start of any work under this contract, representatives of the contractor shall meet with the KO and his/her representatives to review the contractor's safety and health program, and to discuss implementation of all safety and health provisions pertinent to the work performed under the contract. The contractor shall describe, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work performed under the contract. The

contractor's project manager, general superintendent(s), and safety representative(s) shall attend this meeting.

41.9 The contractor shall ensure that any person on their repair/maintenance site, including workers, superintendents, suppliers, QC personnel and any Government personnel wear hard hats and all other required safety equipment (i.e., safety shoes/boots, reflective vests, eye protection, ear protection, face shields, welding leathers, gloves, etc.).

41.10 The contractor shall record and report to the KO within one (1) hour of occurrence all available facts relating to each instance of injury to either the contractor, subcontractor or Government personnel, or damage to Government property. In the event of an accident or mishap, the contractor shall take prudent and reasonable action to establish control of the accident or mishap scene, until relieved by the Contracting Officer, or designated agent of the KO. If the Government elects to conduct an investigation of the accident or mishap, the contractor and/or subcontractor shall cooperate fully and assist Government personnel in the investigation until such is complete.

41.11 If a crane, crane truck or any type of hoisting device is to be brought on Station, it may be inspected by Government personnel prior to entering Government property.

42.1 EXPLOSIVE OPERATED HANDTOOLS

42.2 Explosive operated hand tools shall not be used without prior approval of the KO. The Contractor shall comply with OSHA standard 1910.215 (c) when utilizing explosive operated hand tools. Storage of explosive cartridges on the installation will be in metal containers and limited to one day's supply. The Contractor will provide adequate controls to prevent theft/loss of cartridges used and stored on the installation.

43. 1 NOT USED

44.1 RECORDING & PRESERVING HISTORICAL & ARCHEOLOGICAL FINDS

44.2 All items having any apparent historical or archeological interest which are discovered in the course of any repair/maintenance activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and shall immediately report the find to the KO so that the proper authorities may be notified.

45.1 NOT USED

46.1 USE OF TOBACCO

46.2 There shall be no tobacco use inside Government facilities. This rule applies to all facilities, whether occupied or not, under repair/maintenance/renovation or not. Smoking is permitted in designated areas only. Butts shall not be left on the ground at any repair/maintenance site. The Contractor shall strictly inform/enforce these rules regarding his employees, suppliers, and subcontractors.

47.1 INAPPROPRIATE WORKER BEHAVIOR

47.2 The Contractor assumes responsibility for the actions of all his employees, subcontractors, and suppliers when on the ERDC.

47.3 The KO reserves the right to suspend and/or remove individuals from this contract for behavior he/she determines to be inappropriate.

48.1 COMPLETION OF TASK ORDERS

48.2 Upon completion of the project, the Contractor shall remove all temporary installations, materials, equipment, signs, barricades, haul roads, erosion control measures, and any other temporary products from the site. All items removed become the property of the Contractor. Restore to the original or better condition, areas used by the Contractor for the storage of equipment or material, or other use. Gravel used to traverse grassed areas must be removed and the area restored to its original condition, including top soil and seeding as necessary.

49.1 PARTNERING

49.2 In order to most effectively and efficiently accomplish the work provided under this contract, the Government is encouraging the formation of a cohesive, mutually beneficial partnership with the contractor and their subcontractors. This partnership would strive to draw on the strengths, skills and knowledge of each organization in an effort to achieve a quality project, done right the first time, within budget, safely, and on schedule. The focus of partnering is to build cooperative relationships, avoid or minimize disputes and actively pursue the attainment of common goals by the contracting parties. Success will be dependent on teamwork characterized by open communication while always adhering to the highest professional standards.

50.1 GOVERNMENT FURNISHED SERVICES

50.2 Government-Furnished Utilities: The government will provide, free of charge, reasonable quantities of electricity and water at repair/maintenance sites to the Contractor's site office provided the Contractor makes all utility connections and provides electrical meters to allow the Government to monitor quantities consumed by the contractor. If readily available, the government will also provide, free of charge, reasonable quantities of electricity and water at repair/maintenance sites. Where utilities are not readily available, the Contractor shall furnish his/her own utilities. Utility services furnished to the contractor by the government from the government's existing system outlets and supplies will be at no cost to the contractor. Where utility services are not available from existing system outlets and supplies, the contractor may include the required utility services in the proposal for the individual task order as a non-prepriced item. When required, the government will furnish the contractor water from a fire hydrant designated by the KO, with the coordination of the Vicksburg City Fire Department. The contractor shall install their own gate valve, certified

backflow preventor by certified installer, and provide their own hydrant wrench. The contractor shall be liable for any damage caused to government property resulting from improper operation of the fire hydrant(s). The government will not provide utilities at the contractor's open storage area.

50.3 Toilets: Contractor personnel may use existing toilet facilities if available on the premises unless otherwise instructed by the KO or his/her designated representative. At repair/maintenance sites where toilet facilities are not readily available, the contractor shall provide his/her own chemical sanitary toilets. The contractor shall service the chemical toilets regularly subject to government inspection by the ERDC Safety Office. The contractor shall correct all identified sanitary deficiencies within 24 hours of inspection.

50.4 Telephone Service: The Government will not provide telephone service to the contractor. All communications equipment, connections, and services shall be at the contractor's expense.

50.5 Refuse Collection: The Government will not provide refuse collection services to the contractor. The Contractor is responsible for disposing of repair/maintenance debris and contractor-generated refuse at repair/maintenance sites safely and properly.

50.6 Insect and Rodent Control: The Government will provide insect and rodent control for all government-furnished facilities. When the Contractor detects an insect or rodent problem, he/she shall notify the COR to request entomology services.

50.7 Grounds Maintenance: The Contractor shall provide grounds maintenance within the Contractor's fenced compound and on repair/maintenance sites while a building exterior is under repair/maintenance.

50.8 Security Police and Fire Protection: The Government will provide security police and fire protection to the extent necessary to ensure a secure and safe military installation. In return for these services, the Contractor shall adhere to the security and fire directives, instructions, and policies of ERDC. The Government does not guarantee the security of the contractor's equipment/material and the Contractor shall be responsible for any additional security measures they deem necessary and for any losses.

50.9 Emergency Medical Services: The Government will not provide ambulance and emergency medical services to the Contract. These services are provided by local providers and are the responsibility of the contractor.

50.10 Elevators: When required, the contractor shall arrange for temporary use of an existing elevator through the KO subject to his/her controls. The KO will allow only intermittent use of these elevators. The contractor shall provide and maintain suitable and adequate protective covering for the elevator machinery, hatchway entrance, and the interior of the elevator during the period of temporary use. Also, the contractor shall NOT use loads in excess of the rated capacity of the elevator. The government will bear the cost of electrical power to operate the elevator. On completion of the work, the contractor shall remove any

protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to or better than found.

51.0 EMERGENCIES: In case of an emergency, the KO, ERDC Safety Office, DPW, or their representative(s), have the authority to order the contractor to terminate work and clear the area of personnel and equipment. The contractor shall comply to such an order with all possible speed.

52.0 ESTIMATED QUANTITIES: On rare instances, the task order may reflect estimated quantity line items. For these items, the contractor shall submit a daily total of quantities used on days the contractor uses the item. These submittals may be delivery tickets, way bills, worksheets, etc., to meet the specific requirement. The contractor shall provide these submittals to the project inspector who will validate and forward them to the KO. If the actual quantity of items varies by more than 15 percent above or below the estimated quantity, the government will make an equitable adjustment in the unit contract price. The adjustment will apply only to that quantity above the 115 percent or below the 85 percent variance. If the variation will cause an increase in the time necessary for completion, the contractor may request, in writing, an extension of time. The contractor shall submit this request no later than ten (10) calendar days before the beginning of the delay. Upon receipt of a written request, the KO will ascertain the facts and make an adjustment for extending the completion date if, in the judgment of KO, the extension is justified. The KO will not make adjustments to the task order price or performance time unless actual quantities vary by more than 15 percent. If this process is necessary, it will be discussed during the initial site visit and estimates will be agreed to prior to award of the Task order.

53.0 SEVERE WEATHER: The contractor shall develop and be prepared to implement procedures to evacuate and/or protect people and facilities under his/her control in the event of severe weather. These procedures will include provisions for securing or repositioning of equipment. The contractor shall notify the co of any evacuation procedures. Upon receipt by the KO of a severe weather warning, the following sequence of actions will occur:

1. The KO or his/her representative will instruct the contractor of the severe weather warning.
2. The contractor shall take immediate action to tie down, remove, protect, or secure his/her materials and equipment to the satisfaction of the COR providing reasonable assurance that the severe weather will not damage government property. If the contractor fails or refuses to secure materials and equipment to the satisfaction of the COR, Government personnel will accomplish the work and the government will charge the contractor the cost thereof.

54.1 BARRIERS & ENCLOSURES: The contractor shall isolate all work sites using barriers or other appropriate measures from mobilization to completion of repair/maintenance.

54.2 Indoor Barricades: The contractor shall furnish, install, and maintain adequate barricades and warning signs to isolate the repair/maintenance area from other occupied building areas, and to block direct access to open floor areas, areas with tripping hazards,

and/or areas with overhead repair/maintenance hazards.

54.3 Outdoor Barricades: The contractor shall furnish, install, and maintain adequate barricades, warning signs, and lights to isolate outdoor repair/maintenance areas. The contractor shall identify and barricade all open trenches and excavations at the end of each work day. In the vicinity of traveled ways (pedestrian and vehicular), the contractor shall use flashing barricades with spacing not to exceed 25 feet. In other areas, the contractor may use unlit barricades, flagging, rope, fences or other suitable means. The contractor shall comply with all pertinent provisions of the Corps of Engineers EM 385-1-1, Safety and Health Requirements Manual, including any revisions.

54.4 Fencing: The contractor shall install fences to isolate repair/maintenance sites when instructed by the KO per recommendations of the base safety office.

55.1 HAZARDOUS MATERIAL:

55.2 The contractor shall take all action necessary to eliminate and minimize the use of hazardous materials and hazardous waste at all work sites. Materials classified as hazardous by Federal or state environmental rules, regulations, or laws, shall be handled and processed for disposal in accordance with those environmental statutes, regulations, and/or laws. The contractor shall submit Material Safety Data Sheets (MSDS) for those materials considered hazardous. The contractor is responsible for all such materials that are residue from contractor furnished supplies and materials brought to the job site by the contractor, and for any such materials identified herein or by the drawings. The contractor shall immediately report any spill of oil or hazardous material to the KO and to the civil engineer service call desk (24 hours a day, 7 days a week).

55.3 The contractor shall bring to the attention of the KO any previously unknown material suspected of being hazardous that he/she encounters during execution of the work. The KO will make a determination whether the contractor shall perform tests to determine if the material is hazardous. If the KO directs the contractor to perform the tests, and/or if the material is hazardous and require additional protective measures, a contract change may be required, subject to equitable adjustment under the terms of the contract. The contractor shall remove from the base any unused or not to be used hazardous products.

56.0 REAL PROPERTY RECORDS: In accordance with UFC 1-300-08, the contractor shall prepare and submit to the KO within ten (10) working days following the final inspection, a completed DD Form 1354, Transfer and Acceptance of Military Real Property, for all installed real property (by building number if multiple buildings are involved in the project/task order). Final payment shall not be made until receipt of these documents. The list shall include all government furnished and contractor furnished items installed by the contractor.

57.0 OPERATION & MAINTENANCE (O&M) MANUALS/DATA: Within ten (10) working days following the final inspection, the contractor shall furnish two (2) paper copies and one (1) electronic copy of O&M manuals for any product installed in the

repair/maintenance project. The manuals shall contain complete instructions for operation, inspection, testing and maintenance of the system, and shall include part breakdown diagrams. If applicable, the manuals shall also contain complete wiring schematics and diagrams. The manuals shall be in booklet form with binder and shall be arranged in logical sections for easy reference. The contractor shall provide the KO all paperwork that was shipped with or attached to the product or material including: Installation or maintenance instructions for the product or material, Part number listings, Care and/or cleaning instructions, Removing and replacing information, Warranty information, Toll or toll-free numbers for information and Operator manuals.

APPENDIX A ABBREVIATIONS

A/E Architect-Engineer
ACONTRACTOR Asbestos
Containing Material AES
Automated Estimating System
BCE Base Civil Engineer
BCO Base Contracting Office
BEC Base Environmental Coordinator
CA Government's Contract
Administrator CADD Computer-
Aided Drafting/Design CCI
Repair/maintenance Cost
Index
CD Compact Disc
CONTRACTOR
Contractor's Contract
Manager CE Civil Engineer
CFR Code of Federal
Regulations KO
Contracting Officer
COR Contracting Officer's Representative Contractor's
PS Project Superintendent
QCONTRACTOR Contractor's
Quality Control Manager CR
Clarification Request
TO Task order
ENR Engineer News Report
EPA Environmental Protection
Agency GFE Government
Furnished Equipment GFM
Government Furnished
Material LD Liquidated

Damages
MSDS Material Supply
Data Sheet NPI Non-
Priced Item
NTP Notice to
Proceed PC
Personal
Computer
QC Quality Control
RFP Request for
Proposal RFV
Request for
Variance
JOC Simplified Acquisition of Base Engineering
Requirements SOWJOC Statement of Work
JOCPB JOC Price Book

PART 1 GENERAL

1.1 CONTRACT ADMINISTRATION

The Government may use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor must use the Government-furnished Repair/maintenance Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period if it is specified on a per task order basis. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site (www.rmssupport.com). This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administ
ation
Finances
Quality
Control
Submittal
Monitoring
Scheduling
Import/Export of
Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record will also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Repair/maintenance Contracts", Contract Clause, "Payments", Section 01 32 01.00 10PROJECT SCHEDULE, Section 01 33 00 SUBMITTAL PROCEDURES, and Section 01 45 00.00 10 QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith will be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government may make available the QCS software to the Contractor after award of the repair/maintenance contract. Prior to the Pre-Repair/maintenance Conference, the Contractor may be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on CD-ROM. Any program updates of QCS may be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor must have to run QCS: QCS and Quality Assurance System (QAS) System
Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor
256+ MB RAM for workstation /
512+ MB RAM for server
1 GB hard drive disk space for sole use by the
QCS system
Compact Disk (CD) Reader 8x speed or higher
SVGA or higher resolution monitor (1024x768, 256 colors)
Mouse or other pointing device
Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
Connection to the Internet, minimum 56k BPS

Software

MS Windows 2000, XP, Vista or Windows 7

QAS-Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. Regularly update the correction status of the safety comments. In addition, utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.4.2 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. Use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update must be produced using QCS. QCS and RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.5 Schedule

Develop a repair/maintenance schedule consisting of pay activities, in accordance with Section 01 32 01.00 10 PROJECT SCHEDULE.

1.6 WEEKLY PROGRESS MEETINGS

The Government and the Contractor shall meet weekly (or as otherwise mutually agreed to) for the purpose of jointly reviewing the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the

production and review of reports. The Contractor's Project Manager and the Authorized Representative of the Contracting Officer shall attend. The weekly progress meeting will address the status of projects, RFP's and Submittals.

1.7 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

APPENDIX D

DIVISION 01 – GENERAL
REQUIREMENTS 01 11 00SUMMARY
OF WORK
01 14 00WORK RESTRICTIONS
01 30 00ADMINISTRATIVE REQUIREMENTS
01 32 17.00 20 NETWORK ANALYSIS SCHEDULES (NAS)
01 33 00SUBMITTAL PROCEDURES
01 35 26GOVERNMENTAL SAFETY REQUIREMENTS
01 42 00SOURCES FOR REFERENCE PUBLICATIONS
01 45 00 ERDC REPAIR/MAINTENANCE QUALITY CONTROL
01 45 35SPECIAL INSPECTIONS FOR SEISMIC-RESISTING SYSTEMS
01 50 00TEMPORARY REPAIR/MAINTENANCE FACILITIES AND CONTROLS
01 50 10 ERDC ENVIRONMENTAL
01 54 00 ERDC GREEN PROCUREMENT
01 57 20 ERDC WASTE MANAGEMENT
01 57 50 ERDC TEMPORARY ENVIRONMENTAL CONTROLS

01 78 00CLOSEOUT SUBMITTALS
1 78 23OPERATION AND MAINTENANCE DATA

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Prerepair/maintenance Submittals

Submit the following items to the Contracting Officer: Utility Outage Requests; G Utility Connection Requests; G

Excavation Permits; G

Contractor shall submit "Proposed Contractor Laydown Area Plan"; G Burning Permits; G

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

TBD XXX

1.2.2 Location

The work shall be located at the Engineer Research and Development Center, Vicksburg, MS. The ERDC is accessible by interstate 20 and Halls Ferry Road and Wisconsin Avenue.

1.3 CONTRACT DRAWINGS

The following drawings accompany this specification and are a part thereof. Drawing No.

TBD XXX

Three sets of full size contract drawings, maps, and specifications will be furnished to the Contractor without charge. Reference publications will not be furnished.

Contractor shall immediately check furnished drawings and notify the Government of any discrepancies.

1.4 PROJECT ENVIRONMENTAL GOALS

Contractor shall distribute copies of the Environmental Goals to each subcontractor and the Contracting Officer.

The overall goal for design, repair/maintenance, and operation is to produce a building that meets the functional program needs and incorporates the principles of sustainability.

Specifically:

- a. Preserve and restore the site ecosystem and biodiversity; avoid site degradation and erosion. Minimize offsite environmental impact.
- b. Use the minimum amount of energy, water, and materials feasible to meet the design intent. Select energy and water efficient equipment and strategies.
- c. Use environmentally preferable products and decrease toxicity level of materials used.
- d. Use renewable energy and material resources.
- e. Optimize operational performance (through commissioning efforts) in order to ensure energy efficient equipment operates as intended. Consider the durability, maintainability, and flexibility of building systems.
- f. Manage repair/maintenance site and storage of materials to ensure no negative impact on the indoor environmental quality of the building.
- g. Reduce repair/maintenance waste through reuse, recycling, and supplier take-back.

1.5 EXISTING WORK

In addition to "FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- b. Repair or replace portions of existing work which have been altered during repair/maintenance operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

1.6 LOCATION OF UNDERGROUND FACILITIES

Obtain digging permits prior to start of excavation. Scan the repair/maintenance site with electromagnetic or sonic equipment, and mark the surface of the ground, pier deck or paved surface where existing underground utilities or utilities encased in pier structures are discovered. Verify the elevations of existing piping, utilities, and any type of underground or encased obstruction not indicated to be specified or removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be conducted or installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

If any communication cables, pipes, utility service wires or other Government property is damaged by the Contractor by unauthorized digging or other excavating, the Contractor shall be responsible for the repairs and any incidental and consequential damages, and the Contractor shall provide, where applicable, an estimate and plan for making the repairs or other proposals, to the Contracting Officer within one hour. If the Contractor fails to respond and report the damage within four (4) hours, the Government has the option to repair the damage and deduct all cost associated with the repairs of the damage from the contract price or bill the Contractor if the cost of repair is more than the contract price.

Repairs of Government-owned communications cable shall be in accordance with AFTO 31W3-10-13 standards. A copy of these standards can be obtained from the Contracting Office.

The Contractor shall coordinate with the Contracting Officer on materials and down-time prior to beginning any work. All work will undergo a final inspection by the Contracting Office.

1.7 ON-SITE PERMITS

1.7.1 Utility Outage Requests and Utility Connection Requests

Notify the Contracting Officer at least 48 hours prior to starting excavation work. Contractor is responsible for marking and verifying all utilities not marked.

The Contractor shall verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed. But indicated in locations to be traversed by piping, ducts, and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

Work shall be scheduled to hold outages to a minimum.

Utility outages and connections required during the prosecution of work that affect existing systems shall be arranged for at the convenience of the Government and shall be scheduled outside the regular working hours or on weekends.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 14 00

WORK

RESTRICTIONS

07/07

PART 1 GENERAL

1.1 CONTRACTOR ACCESS AND USE OF PREMISES

1.1.1 Activity Regulations

1.1.1.1 Subcontractors and Personnel Contacts

Furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

1.1.1.2 Identification Badges

Identification badges will be furnished without charge. Application for and use of badges will be as directed.

Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <http://uscis.gov/graphics/formsfee/forms/files/i-9.pdf>. Immediately report instances of lost or stolen badges to the Contracting Officer.

1.1.2 Working Hours

Regular working hours shall consist of a period established by the Contractor Officer, between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding Government holidays.

1.1.3 Work Outside Regular Hours

Work outside regular working hours requires Contracting Officer approval. Make application 7 days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress, giving the specific dates, hours, location, type of work to be performed, contract number and project title. Based on the justification provided, the Contracting Officer may approve work outside regular hours. During periods of darkness, the different parts of the work shall be lighted in a manner approved by the Contracting Officer.

1.1.4 Occupied and Existing Building

The Contractor shall be working around existing buildings which are occupied. Do not enter the buildings without prior approval of the Contracting Officer.

The Government will remove and relocate other Government property in the areas of the

buildings scheduled to receive work.

1.1.5 Utility Cutovers and Interruptions

- a. Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays. Conform to procedures required in the paragraph "Work Outside Regular Hours."
- b. Ensure that new utility lines are complete, except for the connection, before interrupting existing service.
- c. Interruption to , telephone service, electric service, , and telecommunications/fiber shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours."
- d. Operation of Station Utilities: The Contractor shall not operate nor disturb the setting of control devices in the station utilities system, including water, sewer, electrical, and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Contracting Officer giving reasonable advance notice when such operation is required.

Notify the Base Contracting Office a minimum of 3 weeks prior to interruption of any electrical services. In addition, notify the Communications Squadron, BellSouth and Comcast Cablevision at least 3 weeks prior to interruption of telephone, cable television, and fiber optic services, as applicable.

Notify the affected Facility Managers a minimum of 3 weeks prior to interruption of any utilities services. All work affecting facility operations shall be approved by the facilities managers.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 30 00

ADMINISTRATIVE
REQUIREMENTS 11/09

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01

Prerepair/maintenance

Submittals List of contact personnel; G,

1.2 MINIMUM INSURANCE REQUIREMENTS

Procure and maintain during the entire period of performance under this contract the following minimum insurance coverage:

- a. Comprehensive general liability: \$500,000 per occurrence
- b. Automobile liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage
- c. Workmen's compensation as required by Federal and State workers' compensation and occupational disease laws.
- d. Employer's liability coverage of \$100,000, except in States where workers compensation may not be written by private carriers,
- e. Others as required by Mississippi.

1.3 CONTRACTOR PERSONNEL REQUIREMENTS

1.3.1 Subcontractors and Personnel

Furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

1.3.2 Identification Badges

Identification badges will be furnished without charge. Application for and use of badges will be as directed. Immediately report instances of lost or stolen badges to the Contracting Officer.

1.3.3 Contractor Personnel Requirements

Failure to obtain entry approval will not affect the contract price or time of completion.

1.4 SUPERVISION

Have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours. In addition, if a Quality Control (QC) representative is required on the contract, then that individual shall also have fluent English communication skills.

1.5 PREREPAIR/MAINTENANCE CONFERENCE

After award of the contract but prior to commencement of any work at the site, meet with the Contracting Officer to discuss and develop a mutual understanding relative to the administration of the value engineering and safety program, preparation of the schedule prices, shop drawings, and other submittals, scheduling programming, and prosecution of the work. Major subcontractors who will engage in the work shall also attend.

1.6 AVAILABILITY OF CADD DRAWING FILES

After award and upon request, the electronic "Computer-Aided Drafting and Design (CADD)" drawing files will only be made available to the Contractor for use in preparation of repair/maintenance data related to the referenced contract subject to the following terms and conditions.

Data contained on these electronic files shall not be used for any purpose other than as a convenience in the preparation of repair/maintenance data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor shall make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor shall, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic CADD drawing files are not repair/maintenance documents. Differences may exist between the CADD files and the corresponding repair/maintenance documents. The Government makes no representation regarding the accuracy or completeness of the electronic CADD files, nor does it make representation to the compatibility of these files with the Contractors hardware or software. In the event that a conflict arises between the signed and sealed repair/maintenance documents prepared by the Government and the furnished CADD files, the signed and sealed repair/maintenance documents shall govern. The Contractor is responsible for determining if any conflict exists.

Use of these CADD files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project.

If the Contractor uses, duplicates and/or modifies these electronic CADD files for use in producing repair/maintenance drawings and data related to this contract, all previous indicia of ownership (seals, logos, signatures, initials and dates) shall be removed.

1.7 ELECTRONIC MAIL (E-MAIL) ADDRESS

The Contractor shall establish and maintain electronic mail (e-mail) capability along with the capability to open various electronic attachments in Microsoft, Adobe Acrobat, and other similar formats. Within 10 days after contract award, the Contractor shall provide the Contracting Officer a single (only one) e-mail address for electronic communications from the Contracting Officer related to this contract including, but not limited to contract documents, invoice information, request for proposals, and other correspondence. The Contracting Officer may also use email to notify the Contractor of base access conditions when emergency conditions warrant, such as hurricanes, terrorist threats, etc. Multiple email address will not be allowed.

It is the Contractor's responsibility to make timely distribution of all Contracting Officer initiated e-mail with its own organization including field office(s). The Contractor shall promptly notify the Contracting Officer, in writing, of any changes to this email address.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION 01 32 17.00 20

NETWORK ANALYSIS SCHEDULES (NAS) 12/09

PART 1 GENERAL

1.1 DESCRIPTION

The Contractor is responsible for scheduling procurement, Contractor quality control and repair/maintenance, acceptance testing and training. Refer to Specification Section 01 33 00

SUBMITTAL PROCEDURES to determine if any items require Government approval prior to repair/maintenance; If any are required, that submittal review time shall be included in the schedule. The schedule is a tool to manage the project, both for Contractor and Government activities. It will also be used to report progress and evaluate time extensions. If cost-loaded, it will provide the basis for progress payments.

The Contractor shall use the Critical Path Method (CPM) and the Precedence Diagram Method (PDM) to satisfy time and cost applications. For consistency, when scheduling software terminology is used in this specification, the terms in Primavera's scheduling programs are used.

1.2 SUBMITTALS

The use of a "G" following a submittal indicates that a Government approval action is required. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, except as modified in this contract. SD-01 Prerepair/maintenance Submittals Qualifications; G Baseline Network Analysis Schedule (NAS); G SD-07 Certificates Monthly Network Analysis Schedule Update; G SD-11 Closeout Submittals As-Built Schedule; G

1.3 SCHEDULE ACCEPTANCE PRIOR TO START OF WORK

The Contracting Officer and Contractor shall participate in a preliminary meeting(s) to discuss the proposed schedule and requirements of this section prior to the Contractor preparing the Project Baseline Schedule.

Government review comments on the Contractor's schedule(s) shall not relieve the Contractor from compliance with requirements of the Contract Documents. Only bonds shall be paid prior to acceptance of the Baseline Network Analysis Schedule (NAS).

The acceptance of a Baseline NAS is a condition precedent to:

The Contractor starting work on the demolition repair/maintenance stage(s) of the contract.

- a. Processing Contractor's pay request(s) for repair/maintenance activities/items of work.
- b. Review of any schedule updates.

Submittal of the Baseline Network Analysis Schedule, and subsequent schedule updates, shall be understood to be the Contractor's certification that the submitted schedule meets all of the requirements of the Contract Documents, represents the Contractor's plan on how the work shall be accomplished, and accurately reflects the work that has been accomplished and how it was sequenced (as-built logic).

1.4 SOFTWARE

Project schedules must be prepared and maintained using Primavera P3, Primavera SureTrak

or current mandated scheduling program. Save files in Concentric P3 or current mandated scheduling program file format, compatible with the Governments version of the scheduling program. Importing data into P3/SureTrak/current mandated scheduling program using data conversion techniques or third party software will be cause for rejection of the submitted schedule.

1.5 QUALIFICATIONS

The designated Scheduler for the project shall have prepared and maintained at least 3 previous schedules of similar size and complexity of this contract using SureTrak/P3 or current mandated scheduling program. A resume outlining the qualifications of the Scheduler shall be submitted for acceptance to the Contracting Officer. Payment will not be processed until an acceptable Scheduler is provided.

1.6 NETWORK SYSTEM FORMAT

The system shall include time scaled logic diagrams and specified reports.

1.6.1 Diagrams

Provide Time-scaled Logic Diagram printed in color on ANSI D size sheets. The diagram shall clearly show activities on the critical path. Include the following information for each activity:

- a. Activity ID
- b. Activity Description
- c. Original Duration in Work Days
- d. Remaining duration
- e. Percent Complete
- f. Early Start Date
- g. Early Finish Date
- h. Total Float

1.6.2 Schedule Activity Properties and Level of Detail

The NAS shall identify all Government, Repair/maintenance Quality Management (CQM), Repair/maintenance activities planned for the project and all other activities that could impact project completion if delayed. Separate activities shall be created for each Phase, Area, and Location the activity is occurring. The minimum number of repair/maintenance activities in the final network diagram shall be as discussed at the Pre-Construction meeting Activity categories included in the schedule are specified below.

With the exception of the Contract Award and Contract Completion Date (CCD) milestone activities, no activity shall be open-ended; each activity shall have predecessor and successor ties. Once an activity exists on the schedule it may not be deleted or renamed to change the scope of the activity and shall not be removed from the schedule logic without approval from the Contracting Officer. The ID number for a deleted activity shall not be re-used for another

activity. No more than 20 percent of the activities shall be critical or near critical. Critical is defined as having zero days of Total Float. "Near Critical" is defined as having Total Float of 1 to 14 days. Contractor activities shall be driven by calendars that reflect Saturdays, Sundays and all Federal Holidays as non-work days.

1.6.2.1 Activity Categories

- a. Procurement Activities: Examples of procurement activities include, but are not limited to; Material/equipment submittal preparation, submittal and approval of material/equipment; material/equipment fabrication and delivery, and material/equipment on-site. As a minimum, separate procurement activities will be provided for critical items, long lead items, items requiring government approval and material/equipment procurement for which payment will be requested in advance of installation. The Contractor shall show each delivery with relationship tie to the Repair/maintenance Activity specifically for the delivery.
- b. Government Activities: Government and other agency activities that could impact progress shall be clearly identified. Government activities include, but are not limited to; Government approved submittal reviews, Government conducted inspections/tests, environmental permit approvals by State regulators, utility outages, Design Start, Repair/maintenance Start, (including Design/Repair/maintenance Start for each Fast-Track Phase, and delivery of Government Furnished Material/Equipment.
- c. Quality Management (QM) Activities:
CQM Activities shall identify the Preparatory Phase and Initial Phase for each Definable Feature of Work identified in the Contractor's Quality Control Plan.
These activities shall be added to each Three-Week Look Ahead Schedule referenced in the paragraph entitled "THREE- WEEK LOOK AHEAD SCHEDULE" and will also be included in each monthly update. The Follow-up Phase will be represented by the Repair/maintenance Activities in the Baseline Schedule and in the schedule updates.
- d. Repair/maintenance Activities: No on-site repair/maintenance activity shall have a duration in excess of 20 working days. Separate repair/maintenance activities shall be created for each Phase, Area, Floor Level and Location the activity is occurring. Contractor activities will be driven by calendars that reflect Saturdays, Sundays and all Federal Holidays as non-work days, unless otherwise defined in this contract.
- e. Turnover and Closeout Activities: Include a separate section with all items on the Navfac Red Zone Checklist/POAM that are applicable to this project. The checklist will be provided at the Prerepair/maintenance Meeting. As a minimum, this will include all testing, specialized inspection activities, Pre-Final inspection, Punch List Completion, Final Inspection and Acceptance. Add a milestone for the Facility Turnover Planning Meeting at approximately 75 percent repair/maintenance contract completion or three to six months prior to BOD, whichever is sooner.

1.6.2.2 Contract Milestones and Constraints

- a. **Project Start Date Milestones:** The Contractor shall include as the first activity on the schedule a start milestone titled "Contract Award", which shall have a Mandatory Start constraint equal to the Contract Award Date.
- b. **Projected Completion Milestone:** The Contractor shall include an unconstrained finish milestone on the schedule titled "Projected Completion". Projected Completion is defined as the point in time the Government would consider the project complete and ready for its intended use. This milestone shall have the Contract Completion (CCD) milestone as its only successor.
- c. **Contract Completion Date (CCD) Milestone:** The Contractor shall include as the last activity on the schedule a finish milestone titled "Contract Completion (CCD)", which shall have a Mandatory Finish constraint equal to the current Contract Completion Date. Calculation of schedule updates shall be such that if the finish of the "Projected Completion" milestone falls after the contract completion date, then negative float will be calculated on the longest path and if the finish of the "Projected Completion" milestone falls before the contract completion date, the float calculation shall reflect positive float on the longest path. The only predecessor to the Contract Completion Date Milestone shall be the Projected Completion milestone.

1.6.2.3 Activity Code

At a minimum, the Contractor shall establish activity codes identified in this specification and 3 additional activity codes identified by the Contracting Officer. Once established, activity codes and values cannot be changed without approval by the Contracting Officer.

- a. **Phase:** All activities shall be assigned a 4-digit code value based on the contract phase it occurs in.
- b. **Area Code:** All activities shall be assigned an area code value identifying the Area in which the activity occurs. Activities shall not belong to more than one area. Area is defined as a distinct space, function or activity category; such as, separate structure(s), sitework, project summary, repair/maintenance quality management, material/equipment procurement, etc.
- c. **Work Item:** All activities in the project schedule shall be assigned a 4-digit Work Item code value. Examples of Work Item code values include but are not limited to water lines, drain lines, building pad and foundation, slab on grade, walls and columns, suspended slab, roof structure, roofing, exterior finish systems, interior rough-in, and finishes, etc.
- d. **Location 1:** Assign a 4-digit Location 1 code value to activities associated with multistory structures. Code values are used to identify the floor level where an activity is occurring.
- e. **Location 2:** Assign a 4-digit Location 2 code value to all activities to identify the location within an Area, Work Item or Building Level that an activity is occurring.

f. Responsibility Code: All activities in the project schedule shall be identified with the party responsible for completing the task. Activities shall not belong to more than one responsible party.

1.6.2.4 Anticipated Weather Delays

The Contractor shall use the National Oceanic and Atmospheric Administration's (NOAA) historical monthly averages for the NOAA location closest to the project site as the basis for establishing a "Weather Calendar" showing the number of anticipated non-workdays for each month due to adverse weather, Saturdays, Sundays and all Federal Holidays as non-work days.

Assign the Weather Calendar to any activity that could be impacted by adverse weather. The Contracting Officer will issue a modification in accordance with the contract clauses, giving the Contractor a time extension for the difference of days between the anticipated and actual adverse weather delay if the number of actual adverse weather delay days exceeds the number of days anticipated for the month in which the delay occurs and the adverse weather delayed activities critical to contract completion. A lost workday due to weather conditions is defined as a day in which the Contractor cannot work at least 50 percent of the day on the impacted activity.

1.6.2.5 Cost Loading

a. Cost Loading Activities: Material and Equipment Costs for which payment will be requested in advance of installation shall be assigned to their respective procurement activity (i.e., the material/equipment on-site activity). All other repair/maintenance costs shall be assigned to their respective Repair/maintenance Activities. The value of inspection/testing activities will not be less than 10 percent of the total costs for Procurement and Repair/maintenance Activities. Evenly disperse overhead and profit to each activity over the duration of the project.

b. Quantities and Units of Measure: Each cost loaded activity shall have a detailed quantity breakdown and unit of measure.

1.6.3 Schedule Software Settings and Restrictions

a. Activity Constraints: Date/time constraint(s), other than those required by the contract, will not be allowed unless accepted by the Contracting Officer. Identify any constraints proposed and provide an explanation for the purpose of the constraint in the Narrative Report.

b. Default Progress Data Disallowed: Actual Start and Actual Finish dates on the CPM schedule shall match the dates on the Contractor Quality Control and Production Reports.

c. Software Settings: Schedule calculations and Out-of-Sequence progress (if

applicable) shall be handled through Retained Logic, not Progress Override. All activity durations and float values will be shown in days. Activity progress will be shown using Remaining Duration. Default activity type will be set to "Task". The project "Must Finish By" date shall be left blank.

1.6.4 Required Tabular Reports

The following reports shall be included with the schedule submittal:

- a. Log Report: Listing of all changes made between the previous schedule and current updated schedule.
- b. Narrative Report: Identify and justify; 1) Progress made in each area of the project; 2) Critical Path; 3) Date/time constraint(s), other than those required by the contract 3) Changes in the following; added or deleted activities, original and remaining durations for activities that have not started, logic, milestones, planned sequence of operations, critical path, and cost loading; 4) Any decrease in previously reported activity Earned Amount; 5) Pending items and status thereof, including permits, changes orders, and time extensions; 6) Status of Contract Completion Date and interim milestones; 7) Current and anticipated delays (describe cause of delay and corrective actions(s)); and 8) Description of current and future schedule problem areas. Each entry in the narrative report will cite the respective Activity ID and Activity Description, the date and reason for the change, and description of the change.
- c. Earned Value Report: Listing all activities having a budget amount cost loaded. Compilation of total earnings on the project from notice to proceed to current progress payment request. Group and sort activities as directed by the Contracting Officer. Show current budget, previous physical percent complete, to-date physical percent complete, previous earned value, to-date earned value and cost to complete on the report for each activity:
- d. Schedule Variance Control (SVC) Diagram: With each schedule submission, provide a SVC diagram showing 1) Cash Flow S-Curves indicating planned project cost based on projected early and late activity finish dates and 2) Earned Value to-date. Revise Cash Flow S-Curves when the contract is modified, or as directed by the Contracting Officer.

1.7 SUBMISSION AND ACCEPTANCE

1.7.1 Preliminary Meeting

Prior to the preparation of the Repair/maintenance Network Analysis Schedule for acceptance; the Contracting Officer, Contractor and the scheduler shall participate in a preliminary meeting to discuss the proposed schedule and requirements of this section prior to submission of the network. Discussions shall include: 1) Which repair/maintenance activities may have delivered material costs included (e.g., concrete placement, etc.), 2) Which procurement activities will have material/equipment costs separated from their respective

repair/maintenance activity costs (e.g., any stored equipment, etc.) and, 3) Which procurement and repair/maintenance activities will have separate testing/inspection costs; per the paragraph entitled "Cost Loading Activities"

1.7.2 Monthly Network Analysis Updates

Contractor and Government representatives shall meet at monthly intervals to review and agree on the information presented in the updated project schedule. The submission of an acceptable, updated schedule to the Government is a condition precedent to the processing of the Contractor's pay request. If a Schedule of Prices is the basis for progress payments, it shall be consistent with the logic and activity breakdowns on the progress schedule. If progress payments are based on a cost-loaded schedule, the Contractor and Government shall agree on percentage of payment for each activity progressed during the update period.

Provide the following with each Schedule submittal:

- a. Time Scaled Logic Diagram.
- b. Reports listed in paragraph entitled "Required Tabular Reports."
- c. Data disks containing the project schedule. Include the back-up native .prx/current mandated schedule program files.

1.7.3 As-Built Schedule

As a condition precedent to the release of retention and making final payment, submit an "As-Built Schedule," as the last schedule update showing all activities at 100 percent completion. This schedule shall reflect the exact manner in which the project was actually constructed.

1.8 CONTRACT MODIFICATION

Submit a Time Impact Analysis with each cost and time proposal for a proposed change. Time Impact Analysis (TIA) shall illustrate the influence of each change or delay on the Contract Completion Date or milestones. No time extensions will be granted nor delay damages paid unless a delay occurs which consumes all available Project Float, and extends the Projected Finish beyond the Contract Completion Date.

- a. Each TIA shall be in both narrative and schedule form demonstrating the delay impact. The TIA shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. The Contractor shall run the schedule calculations and submit the impacted schedule with the proposal or claim.
- b. The TIA schedule submitted with the proposal shall show all activity progress as of the date of the proposal. If the impact to the schedule occurs prior to the proposal submission, the TIA schedule shall be updated to show all activity progress as of the time of the impact.

If the proposed change does not impact the CCD, no TIA shall be required.

- c. Submit Data disks containing the TIA schedule. Include the back-up native .prx/current mandated schedule program files.
- d. Unless the Contracting Officer requests otherwise, only conformed contract modifications shall be added into the Project NAS.

1.9 PROJECT FLOAT

Project Float is the length of time between the Contractor's Projected Finish Milestone and the Contract Completion Date Milestone. Project Float available in the schedule, at any time shall not be for the exclusive use of either the Government or the Contractor.

1.10 THREE-WEEK LOOK AHEAD SCHEDULE

The Contractor shall prepare and issue a 3-Week Look Ahead schedule to provide a more detailed day-to-day plan of upcoming work identified on the Project Network Analysis Schedule. The work plans shall be keyed to NAS activity numbers and updated each week to show the planned work for the current and following two-week period. Additionally, include upcoming outages, closures, preparatory meetings, and initial meetings. Identify critical path activities on the Three-Week Look Ahead Schedule. The detail work plans are to be bar chart type schedules, maintained separately from the Project NAS on an electronic spreadsheet program and printed on 8½ by 11 sheets as directed by the Contracting Officer. Activities shall not exceed 5 working days in duration and have sufficient level of detail to assign crews, tools and equipment required to complete the work. Three hard copies and one electronic file of the 3-Week Look Ahead Schedule shall be delivered to the Contracting Officer no later than 8 a.m. each Monday and reviewed during the weekly CQC Coordination Meeting.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 33 00

SUBMITTAL PROCEDURES 02/09

PART 1 GENERAL

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Contractor's Quality Control (CQC) System Manager to check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Government approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations samples remaining upon completion of the work.

1.1 DEFINITIONS

1.1.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections.
Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Prerepair/maintenance Submittals

Submittals which are required prior to commencing work on site. Certificates of insurance

Surety bonds

List of proposed subcontractors

Repair/maintenance Progress Schedule Network Analysis Schedule

(NAS) Submittal register Health and safety plan

Work plan

Quality control(QC) plan

Environmental protection

plan

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties. SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports. Daily logs and checklists.

Final acceptance test and operational test procedure. SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions. SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

This data is intended to be incorporated in an operations and maintenance manual or control system. SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Special requirements necessary to properly close out a repair/maintenance contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of repair/maintenance on a multi-phase contract.

1.1.2 Approving Authority

Office or designated person authorized to approve submittal.

1.1.3 Work

As used in this section, on- and off-site repair/maintenance required by contract documents, including labor necessary to produce submittals, repair/maintenance, materials, products, equipment, and systems incorporated or to be incorporated in such repair/maintenance.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor QC approval.

Submit the following in accordance with this section. SD-01 Prerepair/maintenance

Submittals

Submittal register; G

1.3 SUBMITTAL CLASSIFICATION Submittals are classified as follows:

1.4 FORWARDING SUBMITTALS REQUIRING GOVERNMENT APPROVAL

1.4.1 Submittals Required from the Contractor

As soon as practicable after award of contract, and before procurement of fabrication, forward to the Contracting Officer submittals required in the technical sections of this specification, including shop drawings, product data and samples. One copy of the transmittal form for all submittals shall be forwarded to the Resident Officer in Charge of Repair/maintenance.

THE ERDC will review and approve for the Contracting Officer those submittals reserved for Contracting Officer approval to verify submittals comply with the contract requirements.

1.4.1.1 O&M Data

THE ERDC will review and approve for the Contracting Officer O&M Data to verify the submittals comply with the contract requirements; submit data specified for a given item within 30 calendar days after the item is delivered to the contract site.

a. In the event the Contractor fails to deliver O&M Data within the time limits specified, the Contracting Officer may withhold from progress payments 50 percent of the price of the item with which such O&M Data are applicable.

1.5 PREPARATION

1.5.1 Transmittal Form

Transmit each submittal, except sample installations and sample panels to office of approving authority.

Transmit submittals with transmittal form prescribed by Contracting Officer and standard for project.

On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding samples.

1.5.2 Identifying Submittals

When submittals are provided by a Subcontractor, the Prime Contractor is to prepare, review and stamp with Contractor's approval all specified submittals prior to submitting for Government approval.

Identify submittals, except sample installations and sample panels, with the following

information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location.
- b. Repair/maintenance contract number.
- c. Date of the drawings and revisions.
- d. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other subcontractor associated with the submittal.
- e. Section number of the specification section by which submittal is required.
- f. Submittal description (SD) number of each component of submittal.
- g. When a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission.
- h. Product identification and location in project.

1.5.3 Format for SD-02 Shop Drawings

a. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required.

Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.

b. Present A4 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.

c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."

d. Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block. Place the Government contract number in the margin, immediately below the title block, for each drawing.

e. Reserve a blank space, no smaller than 3 inches on the right hand side of each sheet for the Government disposition stamp.

f. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings.

Identify materials and products for work shown.

g. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.

1.5.4 Format of SD-03 Product Data and SD-08 Manufacturer's Instructions

a. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.

b. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.

c. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of SD-07 Certificates.

d. Provide product data in metric dimensions. Where product data are included in preprinted catalogs with English units only, submit metric dimensions on separate sheet.

e. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, submit as specified for SD-07 Certificates.

f. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

g. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of repair/maintenance effort.

h. Submit manufacturer's instructions prior to installation.

1.5.5 Format of SD-05 Design Data and SD-07 Certificates Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.

1.5.6 Format of SD-06 Test Reports and SD-09 Manufacturer's Field Reports

- a. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.
- b. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.

1.5.7 Format of SD-10 Operation and Maintenance Data (O&M)

Comply with the requirements specified in Section 01 78
23 OPERATION AND MAINTENANCE DATA for
O&M Data format.

1.5.8 Format of SD-01 Prerepair/maintenance Submittals
and SD-11 Closeout Submittals

- a. When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply Contractor's approval stamp to document, but to a separate sheet accompanying document.
- b. Provide all dimensions in administrative submittals in metric. Where data are included in preprinted material with English units only, submit metric dimensions on separate sheet.

1.6 QUANTITY OF SUBMITTALS

1.6.1 Number of Copies of SD-02 Shop Drawings

Submit six copies of submittals of shop drawings requiring review and approval only by QC organization and seven copies of shop drawings requiring review and approval by Contracting Officer.

1.6.2 Number of Copies of SD-03 Product Data and SD-08
Manufacturer's Instructions

Submit in compliance with quantity requirements specified for shop drawings.

1.6.3 Number of Copies SD-05 Design Data and SD-07
Certificates Submit in compliance with quantity requirements
specified for shop drawings.

1.6.4 Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.

1.6.5 Number of Copies of SD-10 Operation and Maintenance Data

Submit three copies of O&M Data to the Contracting Officer for review and approval.

1.6.6 Number of Copies of SD-01 Prerepair/maintenance Submittals and SD-11 Closeout Submittals

Unless otherwise specified, submit three sets of administrative submittals.

1.7 VARIATIONS / SUBSTITUTION REQUESTS

Variations from contract requirements require Government approval pursuant to contract Clause FAR 52.236-21 and will be considered where advantageous to Government.

1.7.1 Considering Variations

Discussion with Contracting Officer prior to submission, will help ensure functional and quality requirements are met and minimize rejections and re-submittals.

Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the Government requiring rejection and removal of such work at no additional cost to the Government.

1.7.2 Proposing Variations

When proposing variation, deliver written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

1.7.3 Warranting That Variations Are Compatible

When delivering a variation for approval, Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.7.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the Government of submittals with variations.

1.8 SUBMITTAL REGISTER

Prepare and maintain submittal register, as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output

in columns (a), (g), (h), and (i) as approved. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. The Government will provide the initial submittal register

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.

1.8.1 Use of Submittal Register

Submit submittal register. Submit with QC plan and project schedule. Verify that all submittals required for project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

1.8.2 Contractor Use of Submittal Register

Update the following fields with each submittal throughout contract.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers. Column (j) Action Code (k): Date of action used to record

Contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission. Column (q) List date approval received.

1.8.3 Approving Authority Use of Submittal Register Update the following fields.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers. Column (l) List date of submittal receipt.

Column (m) through (p) List Date related to review actions. Column (q) List date returned to Contractor.

1.8.4 Contractor Action Code and Action Code

Entries for columns (j) and (o), are to be used as follows (others may be prescribed by Transmittal Form): NR - Not Received

AN - Approved as noted A -

Approved

RR - Disapproved, Revise, and Resubmit

1.8.5 Copies Delivered to the Government

Deliver one copy of submittal register updated by Contractor to Government with each invoice request.

1.9 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
- b. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A".
- c. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
- d. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."
- e. Except as specified otherwise, allow review period, beginning with receipt by approving authority, that includes at least 15 working days for submittals for QC Manager approval and 20 working days for submittals for Contracting Officer approval. Period of review for submittals with Contracting Officer approval begins when Government receives submittal from QC organization.

- f. For submittals requiring review by fire protection engineer, allow review period, beginning when Government receives submittal from QC organization, of 30 working days for return of submittal to the Contractor.
- g. Period of review for each resubmittal is the same as for initial submittal.

1.10 DISAPPROVED OR REJECTED SUBMITTALS

Contractor shall make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice as required under the clause entitled, "Changes" is to be given to the Contracting Officer. Contractor is responsible for the dimensions and design of connection details and repair/maintenance of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, the Contractor shall make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.11 APPROVED/ACCEPTED SUBMITTALS

The Contracting Officer's approval or acceptance of submittals is not be construed as a complete check, and indicates only that the general method of repair/maintenance, materials, detailing and other information are satisfactory. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory repair/maintenance of all work design, dimensions, all design extensions, such as the design of adequate connections and details, etc., and the satisfactory repair/maintenance of all work. After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SECTION 01 35 26

GOVERNMENTAL SAFETY
REQUIREMENTS 08/09

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced.
The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE) ASSE/SAFE A10.32
(2004) Fall

Protection

ASSE/SAFE A10.34 (2001; R 2005) Protection of the Public on or Adjacent to
Repair/maintenance Sites

ASSE/SAFE Z359.1 (2007) Safety Requirements for Personal Fall Arrest Systems,
Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.22(2005) Articulating Boom Cranes ASME B30.3 (2009)
Repair/maintenance Tower Cranes ASME B30.5 (2007) Mobile and Locomotive
Cranes

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (2007; Errata 2007; AMD 1 2007) Standard for Portable Fire Extinguishers

NFPA 241 (2009) Standard for Safeguarding Repair/maintenance, Alteration,
and Demolition Operations NFPA 51B (2009) Standard for Fire Prevention
During
Welding, Cutting, and Other Hot Work

NFPA 70 (2008; AMD 1 2008) National
Electrical Code - 2008 Edition

NFPA 70E (2009; Errata 2009)
Standard for Electrical Safety in the
Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008) Safety and Health
Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS
ADMINISTRATION (NARA) 29 CFR 1910 Occupational
Safety and Health Standards

29 CFR 1910.146 Permit-required Confined Spaces
29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in
Shipyards 29 CFR 1926 Safety and Health Regulations for
Repair/maintenance

29 CFR 1926.500 Fall Protection

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00

SUBMITTAL PROCEDURES:

Government acceptance is required for submittals with a "G" designation.

SD-01 Prerepair/maintenance Submittals Accident Prevention Plan (APP); G
Activity Hazard Analysis (AHA); G Crane Critical Lift Plan; G
Proof of qualification for Crane Operators; G SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports." Accident Reports; G Crane Reports; G
SD-07 Certificates

Confined Space Entry Permit; G FAA Permit; for cranes on site G Hot work
permit; G License Certificates; G

Contractor Safety Self-Evaluation Checklist; G Certificate of
Compliance (Crane) Submit one copy of each permit/certificate
attached to each
Daily Quality Control Report.

Machinery & Mechanized Equipment Certification Form

1.3 DEFINITIONS

a. Competent Person for Fall A person who is capable of identifying

dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.

c. Operating Envelope. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).

d. Qualified Person for Fall Protection. A person with a recognized degree or professional certificate, and with extensive knowledge, training and experience in the field of fall protection; who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.

e. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

Death, regardless of the time between the injury and death, or the length of the illness;

Days away from work (any time lost after day of injury/illness onset); Restricted work; Transfer to another job; Medical treatment beyond first aid; Loss of consciousness; or A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (a) through (e) above.

f. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

g. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.) Any mishap meeting the criteria described above shall be documented in both the Contractor Significant Incident Report (CSIR) and using the NAVFAC prescribed Navy Crane Center (NCC) form submitted within five days both as provided by the Contracting Officer.

1.4 CONTRACTOR SAFETY SELF-EVALUATION CHECKLIST

Contracting Officer will provide a "Contractor Safety Self-Evaluation checklist" to the Contractor at the pre- repair/maintenance conference. The checklist will be completed monthly by the Contractor and submitted with each request for payment voucher. Additionally, monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms. An acceptable score of 90 or greater is required. Failure to submit the completed safety self-evaluation checklist or achieve a score of at least 90, will result in a retention of up to 10 percent of the voucher.

1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, comply with the most recent addition of USACE EM 385-1-1, and the following federal, state, and local, laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

The contractor shall provide a Safety oversight team that includes a minimum of one (1) Competent Person at each project site to function as the Safety and Health Officer (SSHO). The SSHO shall be at the work site at all times, unless specified differently in the contract, to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor, and their training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17 and all associated sub-paragraphs. A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. The credentials of the Competent Person(s) shall be approved by the Contracting Officer in consultation with the Safety Office.

The Contractor Quality Control (QC) person can be the SSHO on this project. The Superintendent may be neither the Quality Control person or the Safety and Health Officer.

1.6.1.2 Repair/maintenance Safety Hazard Awareness Training

The training requirements for the Site Safety and Health Officer (SSHO) must include the

successful completion of the course entitled "Repair/maintenance Safety Hazard Awareness Training for Contractors". If the SSHO does not have a current certification, they must obtain the course certification within sixty (60) calendar days from award.

1.6.1.3 Crane Operators

Meet the crane operators requirements in USACE EM 385-1-1, Section 16 and Appendix I. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Provide proof of current qualification.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-repair/maintenance conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements. Failure to perform the above duties will result in dismissal of the superintendent, QC Manager, and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.
- h. Maintain a list of hazardous chemicals on site and their material safety data sheets.

1.6.3 Meetings

1.6.3.1 Prerepair/maintenance Conference

a. Contractor representatives who have a responsibility or significant role

in accident prevention on the project shall attend the prerepair/maintenance conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the prerepair/maintenance conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

d. The functions of a Prerepair/maintenance conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.6.3.2 Safety Meetings

Conduct and document meetings as required by EM 385-1-1. Attach minutes showing contract title, signatures of attendees and a list of topics discussed to the Contractors' daily quality control report.

1.7 ACCIDENT PREVENTION PLAN (APP)

Use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP

shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer, the Contractor Quality control Manager, and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the prerepair/maintenance conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery.

Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSE/SAFE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site. Continuously reviewed and amended the APP, as necessary, throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

1.7.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs, CHSTs. Specify the duties of each position.

b. Qualifications of competent and of qualified persons. As a minimum, designate and submit qualifications of competent persons for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined and/or enclosed space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR

1915, and 29 CFR 1926, OSHA Directive 2.100, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks.

Submit 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.H. and the following:

(1) For lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.550(g).

e. Fall Protection and Prevention (FP&P) Program Documentation. The program documentation shall be site specific and address all fall hazards in the work place and during different phases of repair/maintenance. Address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A qualified person for fall protection shall prepare and sign the program documentation. Include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Revise the Fall Protection and Prevention Program documentation every six months for lengthy projects, reflecting any changes during the course of repair/maintenance due to changes in personnel, equipment, systems or work habits. Keep and maintain the accepted Fall Protection and Prevention Program documentation at the job site for the duration of the project. Include the Fall Protection and Prevention Program documentation in the Accident Prevention Plan (APP).

f. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02 41 00 DEMOLITION and referenced sources.

g. Excavation Plan. The safety and health aspects prepared in accordance with Section 31 23 00.00 20 EXCAVATION AND FILL.

1.8 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, Section 1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be

used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.9 DISPLAY OF SAFETY INFORMATION

Within 1 calendar days after commencement of work, erect a safety bulletin board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, shall be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, section 01.A.06. Additional items required to be posted include:

- a. Confined space entry permit.
- b. Hot work permit.

1.10 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.11 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.12 REPORTS

1.12.1 Accident Reports

- a. Conduct an accident investigation for recordable injuries and illnesses, as defined in 1.3.h and property damage accidents resulting in at least \$2,000 in damages, to establish the root cause(s) of the accident, complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.
- b. Conduct an accident investigation for any weight handling equipment accident

(including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

1.12.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Within notification include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of repair/maintenance equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.12.3 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix I and as specified herein with Daily Reports of Inspections.

1.12.4 Certificate of Compliance

Provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). State within the certificate that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in repair/maintenance, demolition, or maintenance comply with 29 CFR 1926 and USACE EM 385-1-1 Section 16 and Appendix I. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post certifications on the crane.

1.13 HOT WORK

Submit and obtain a written permit prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame- producing/spark producing devices, from the Fire Division. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. **CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED.** The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be

current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Division phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DIVISION IMMEDIATELY.

1.14 FACILITY OCCUPANCY CLOSURE

Streets, walks, and other facilities occupied and used by the Government shall not be closed or obstructed without written permission from the Contracting Officer.

1.15 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

1.16 CONFINED SPACE ENTRY REQUIREMENTS.

Contractors entering and working in confined spaces performing general industry work are required to follow the requirements of OSHA 29 CFR Part 1926.

PART 2 PRODUCTS

2.1 CONFINED SPACE SIGNAGE

Provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces.

Signs wording:

"DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of one inch in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 5 feet.

2.2 FALL PROTECTION ANCHORAGE

Leave in place fall protection anchorage, conforming to ASSE/SAFE Z359.1, installed under the supervision of a qualified person in fall protection, for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).

PART 3 EXECUTION

3.1 REPAIR/MAINTENANCE AND/OR OTHER WORK

Comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

3.1.1 Hazardous Material Use

Each hazardous material must receive approval from the Contracting Office or their designated representative prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material.

Contractor shall obtain approval from the Base Radiation Safety Officer (RSO), 437 MDG/SGGB, in order to bring any equipment (such as nuclear density gauge) with a radioactive source, or any other radioactive material onto the ERDC.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. The Radiation Safety Officer (RSO) must be notified prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e. 29 CFR Part 1910.1000). If material, not indicated, that may be hazardous to human health upon disturbance during repair/maintenance operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least 14 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Contractor shall ensure that each employee is familiar with and complies with these procedures and USACE EM 385-1-1, Section 12, Control of Hazardous Energy.

Contracting Officer will, at the Contractor's request, apply lockOut/tagout tags and take other actions that, because of experience and knowledge, are known to be necessary to make the particular equipment safe to work on for government owned and operated systems.

No person, regardless of position or authority, shall operate any switch, valve, or equipment that has an official lockOut/tagout tag attached to it, nor shall such tag be removed except as provided in this section. No person shall work on any energized equipment including, but not limited to activities such as erecting, installing, constructing, repairing, adjusting, inspecting, un-jamming, setting up, trouble shooting, testing, cleaning, dismantling, servicing and maintaining machines equipment of processes until an evaluation has been conducted identifying the energy source and the procedures which will be taken to ensure the safety of personnel.

When work is to be performed on electrical circuits, only qualified personnel shall perform work on electrical circuits. A supervisor who is required to enter an area protected by a lockOut/tagout tag will be considered a member of the protected group provided he notifies the holder of the tag stub each time he enters and departs from the protected area.

Identification markings on building light and power distribution circuits shall not be relied on for established safe work conditions.

Before clearance will be given on any equipment other than electrical (generally referred to as mechanical apparatus), the apparatus, valves, or systems shall be secured in a passive condition with the appropriate vents, pins, and locks.

Pressurized or vacuum systems shall be vented to relieve differential pressure completely. Vent valves shall be tagged open during the course of the work. Where dangerous gas or fluid systems are involved, or in areas where the environment may be oxygen deficient, system or areas shall be

purged, ventilated, or otherwise made safe prior to entry.

3.3.1 Tag Placement

LockOut/tagout tags shall be completed in accordance with the regulations printed on the back thereof and attached to any device which, if operated, could cause an unsafe condition to exist.

If more than one group is to work on any circuit or equipment, the employee in charge of each group shall have a separate set of lockOut/tagout tags completed and properly attached.

When it is required that certain equipment be tagged, the Government will review the characteristics of the various systems involved that affect the safety of the operations and the work to be done; take the necessary actions, including voltage and pressure checks, grounding, and venting, to make the system and equipment safe to work on; and apply such lockOut/tagout tags to those switches, valves, vents, or other mechanical devices needed to preserve the safety provided. This operation is referred to as "Providing Safety Clearance."

3.3.2 Tag Removal

When any individual or group has completed its part of the work and is clear of the circuits or equipment, the supervisor, project leader, or individual for whom the equipment was tagged shall turn in his signed lockOut/tagout tag stub to the Contracting Officer. That group's or individual's lockOut/tagout tags on equipment may then be removed on authorization by the Contracting Officer.

3.4 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

3.4.1 Training

Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards. Provide training by a competent person for fall protection in accordance with USACE EM 385-1-1, Section 21.B.

3.4.2 Fall Protection Equipment and Systems

Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1,

Section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, Paragraphs 21.N through 21.N.04. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ASSE/SAFE A10.32.

3.4.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ASSE/SAFE Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.4.3 Fall Protection for Roofing Work

Implement fall protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

- (1) For work within 6 feet of an edge, on low-slope roofs, Protect personnel from falling by use of personal fall arrest systems, guardrails, or safety nets.
- (2) For work greater than 6 feet from an edge, erect and install warning lines in accordance with 29 CFR 1926.500 and USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type repair/maintenance.

3.4.4 Existing Anchorage

Certified (or re-certified) by a qualified person for fall protection existing anchorages, to be used for attachment of personal fall arrest equipment in accordance with ASSE/SAFE

Z359.1. Exiting horizontal lifeline anchorages must be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.4.5 Horizontal Lifelines

Design, install, certify and use under the supervision of a qualified person horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

3.4.6 Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

3.4.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.5 EQUIPMENT

3.5.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
- c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.5.2 Weight Handling Equipment

- a. Equip cranes as specified in EM 385-1-1, section 16.
- c. Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the

supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

d. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for repair/maintenance tower cranes, and ASME B30.8 for floating cranes and floating derricks.

e. Under no circumstance shall a Contractor make a lift at or above 90 percent of the cranes rated capacity in any configuration.

f. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and follow the requirements of USACE EM 385-1-1 Section 11 and ASME B30.5 or ASME B30.22 as applicable.

g. Do not crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane.

h. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.

i. All employees must keep clear of loads about to be lifted and of suspended loads.

j. Use cribbing when performing lifts on outriggers.

k. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

l. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

m. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

n. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

o. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.6 EXCAVATIONS

Perform soil classification by a competent person in accordance with 29 CFR 1926.

3.6.1 Utility Locations

Prior to digging, the appropriate digging permit must be obtained. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

3.6.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent repair/maintenance work is expected to come within three feet of the underground system. Digging within 2 feet of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If repair/maintenance is parallel to an existing utility expose the utility by hand digging every 100 feet if parallel within 5 feet of the excavation.

3.6.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding must have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.6.4 Trenching Machinery

Operate trenching machines with digging chain drives only when the spotters/laborers are in plain view of the operator. Provide operator and spotters/laborers training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Keep documentation of the training on file at the project site.

3.7 UTILITIES WITHIN CONCRETE SLABS

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the repair/maintenance of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

3.8 ELECTRICAL

3.8.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers will be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.8.2 Portable Extension Cords

Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately removed from service all damaged extension cords. Portable extension cords shall meet the requirements of NFPA 70E and OSHA electrical standards.

3.9 WORK IN CONFINED SPACES

Comply with the requirements in Section 34 of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used. provide dewatering pumping operations for all electrical vaults, handholes, manholes, or maintenance holes. provide sediment traps for pumping operation prior to dumping into storm water system.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 34 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the

minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

- c. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

-- End of Section --

SECTION 01 42

00 SOURCES FOR REFERENCE
PUBLICATIONS
05/09

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work.

These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by

number.

ACI INTERNATIONAL (ACI)

38800 Country Club
Drive Farmington Hills,
MI 48331 Ph:
248-848-3700
Fax: 248-848-3701
E-mail:
bkstore@concrete.org
Internet:
<http://www.concrete.org>

ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS (ATIS)

1200 G Street, NW, Suite 500
Washington, D.C. 20005
Ph: 202-628-6380
Fax: 202-393-5453
Internet: <http://www.atis.org>

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION
OFFICIALS (AASHTO)

444 North Capital Street, NW, Suite
249 Washington, DC 20001
Ph: 202-624-5800
Fax: 202-624-5806
E-Mail: info@aaashto.org
Internet:
<http://www.aashto.org>

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
E-mail:
info@ansi.org
Internet:
<http://www.ansi.org/>

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

1800 East Oakton Street
Des Plaines, IL
60018-2187
Ph: 847-699-2929
Fax: 847-768-3434
E-mail:

customerservice@asse.org
Internet: <http://www.asse.org>

ASME INTERNATIONAL (ASME) Three Park Avenue, M/S 10E New
York, NY 10016 Ph: 212-591-7722 or 800-843-2763
Fax: 212-591-7674
E-mail:
infocentral@asme.org
Internet:
<http://www.asme.org>

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 North 18th Street
P.O. Box 2641
Birmingham, AL
35291 Ph:
205-257-
2530 Fax:
205-257-
2540
Internet: <http://www.aeic.org>

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O.
Box C700 West
Conshohocken, PA 19428-
2959 Ph: 610-832-9500
Fax: 610-832-9555
E-mail:
service@astm.org
Internet:
<http://www.astm.org>

FM GLOBAL (FM)
1301 Atwood Avenue
P.O. Box 7500
Johnston, RI
02919 Ph:
401-275-
3000 Fax:
401-275-
3029
E-mail:
information@fmglobal.com
Internet:
<http://www.fmglobal.com>

GREEN SEAL (GS)
1001 Connecticut
Avenue, NW Suite 827
Washington, DC 20036-5525
Ph: 202-872-6400
Fax: 202-872-4324
E-mail:
greenseal@greenseal.org
Internet:
<http://www.greenseal.org>

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
445 Hoes Lane
Piscataway, NJ 08855-1331
Ph: 732-981-0060
Fax: 732-981-1712
E-mail: customer-
services@ieee.org Internet:
<http://www.ieee.org>

INSULATED CABLE ENGINEERS ASSOCIATION (ICEA) P.O. Box 1568
Carrollton, GA 30112
Ph: 770-830-0369
Fax: 770-830-8501
Internet: <http://www.icea.net>

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION (NETA) P.O. Box 687
106 Stone Street
Morrison, CO 80465
Ph: 303-697-8441
Fax: 303-697-8431
E-mail:
neta@netaworld.org
Internet:
<http://www.netaworld.org>

INTERNATIONAL ELECTROTECHNICAL COMMISSION (IEC)
3, rue de Varembe, P.O. Box 131
CH-1211 Geneva 20,
Switzerland Ph: 41-22-919-
0211
Fax: 41-22-919-0300
E-mail:
custserv@iec.ch
Internet:

<http://www.iec.ch>

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)

1, rue de
Varembe' Case
Postale 56
CH-1211 Geneve 20
Switzerland Ph:
41-22-749-0111
Fax: 41-22-733-3430
E-mail:
central@iso.ch
Internet:
<http://www.iso.ch>

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

1300 North 17th Street, Suite 1752
Rosslyn, VA 22209
Ph: 703-841-3200
Fax: 703-841-5900
E-mail:
webmaster@nema.org
Internet:
<http://www.nema.org/>

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 617-770-3000
Fax: 617-770-0700
E-mail:
webmaster@nfpa.org
Internet:
<http://www.nfpa.org>

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

100 Bureau Drive
Stop 2100
Gaithersburg, MD
20899-2100 Ph:
301-975-NIST
Internet:
<http://www.nist.gov>
Order Publications From:
Superintendent of
Documents

U.S. Government Printing Office (GPO)

732 North Capitol Street, NW Washington, DC

20401 Ph:

888-293-6498 or 202-512-1530

Fax: 202-512-1262

E-mail:

gpoaccess@gpo.gov

Internet:

<http://www.gpoaccess.gov>

or

National Technical Information
Service (NTIS) 5285 Port Royal
Road

Springfield, VA 22161

Ph: 703-605-6585

Fax: 703-605-6900

E-mail: info@ntis.gov

Internet:

<http://www.ntis.gov>

ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (OECD)

2, rue Andre Pascal

F-75775 Paris Cedex

16 France

Ph: + 33 1 45 24 82 00

Fax: 33 1 45 24 85 00

E-mail:

bookshop@oecd.org

Internet:

<http://www.oecd.org>

U.S. Contact Center

OECD Washington

Center

2001 L Street, NW, Suite 650

Washington, DC 20036-4922

Ph: 202-785-6323

Fax: 202-785-0350

E-mail: washington.contact@oecd.org

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)

2500 Wilson Blvd., Suite 300

Arlington, VA 22201

Ph: 703-907-7700

Fax: 703-907-7727

Internet: <http://www.tiaonline.org>

TURFGRASS PRODUCERS INTERNATIONAL (TPI)

2 East Main

Street East

Dundee, IL

60118

Ph: 847-649-5555 or 800-405-8873

Fax: 847-649-5678

E-mail:

info@turfgrassod.org

Internet:

<http://www.turfgrassod.org>

UNDERWRITERS LABORATORIES (UL)

333 Pflingsten Road

Northbrook, IL 60062-2096

Ph: 847-272-8800

Fax: 847-272-8129

E-mail:

customerexperiencecenter@us.ul.com

Internet: <http://www.ul.com/>

U.S. ARMY CORPS OF ENGINEERS (USACE) Order CRD-C DOCUMENTS from:

U.S. Army Engineer Waterways Experiment

Station ATTN: Technical Report

Distribution Section, Services

Branch, TIC

3909 Halls Ferry Road

Vicksburg, MS

39180-

6199

Ph: 601-634-2664

Fax: 601-634-2388

E-mail: mtc-info@erdc.usace.army.mil

Internet: <http://www.wes.army.mil/SL/MTC/handbook.htm>

Order Other Documents from: USACE Publications Depot Attn:

CEHEC-

IM-PD 2803 52nd Avenue

Hyattsville, MD 20781-1102

Ph: 301-394-0081

Fax: 301-394-0084

E-mail: pubs-army@usace.army.mil

Internet: <http://www.usace.army.mil/publications>
or <http://www.hnd.usace.army.mil/techinfo/engpubs.htm>

U.S. DEPARTMENT OF AGRICULTURE (USDA) Order AMS Publications from:
AGRICULTURAL MARKETING SERVICE (AMS) Seed Regulatory and Testing Branch
801 Summit Crossing Place, Suite C Gastonia, NC
28054-2193 Ph: 704-810-8870
Fax: 704-852-4189
Internet:
<http://www.ams.usda.gov/lsg/seed.htm>
E-mail: seed.ams@usda.gov

Order Other Publications from:
U.S. Department of Agriculture, Rural
Utilities Service 14th and Independence
Avenue, SW, Room 4028-S Washington, DC
20250
Ph: 202-720-2791
Fax: 202-720-2166
Internet: <http://www.usda.gov/rus>

U.S. DEPARTMENT OF DEFENSE (DOD) Order DOD
Documents from: National Technical Information Service (NTIS)
5285 Port Royal
Road Springfield,
VA 22161
Ph: 703-605-6585
FAX: 703-605-6900
E-mail: info@ntis.gov
Internet:
<http://www.ntis.gov>

Obtain Military Specifications, Standards and Related Publications
from: Acquisition Streamlining and Standardization Information
System (ASSIST)
Department of Defense Single Stock Point
(DODSSP) Document Automation and
Production Service (DAPS) Building 4/D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Ph: 215-697-6396 - for account/password issues
Internet: <http://assist.daps.dla.mil/online/start/>; account registration required

Obtain Unified Facilities Criteria (UFC) from: Whole Building Design
Guide (WBDG) National Institute of Building Sciences (NIBS)
1090 Vermont Avenue NW, Suite 700

Washington, CD 20005
Ph: 202-289-7800
Fax: 202-289-1092
Internet: http://www.wbdg.org/references/docs_refs.php

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
Ariel Rios Building 1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Ph: 202-272-0167
Internet: <http://www.epa.gov>

--- Some EPA documents are available only from: National Technical Information
Service (NTIS) 5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6585
Fax: 703-605-6900
E-mail: info@ntis.gov
Internet:
<http://www.ntis.gov>

U.S. FEDERAL AVIATION ADMINISTRATION (FAA) Order for sale documents from:
Superintendent of Documents
U.S. Government Printing
Office (GPO) 732 North Capitol
Street, NW Washington, DC
20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail:
contactcenter@gpo.gov
Internet:
<http://www.gpoaccess.gov>

Order free documents from: Federal Aviation Administration Department of
Transportation 800 Independence Avenue, SW Washington, DC 20591
Ph: 1-866-835-5322
Internet: <http://www.faa.gov>

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA) Office of
Highway Safety (HHS-31) 400 Seventh Street, SW Washington, DC
20590-0001
Ph: 202-366-0411
Fax: 202-366-2249
Internet:
<http://www.fhwa.dot.gov>
Order from:

Superintendent of Documents
U. S. Government Printing
Office (GPO) 732 North Capitol
Street, NW Washington, DC
20401

Ph: 202-512-1800
Fax: 202-512-2104
E-mail:
contactcenter@gpo.gov
Internet:
<http://www.gpoaccess.gov>

U.S. NATIONAL ARCHIVES AND RECORDS
ADMINISTRATION (NARA) 8601 Adelphi Road
College Park, MD
20740-6001 Ph:
866-272-6272
Fax: 301-837-0483
Internet: <http://www.archives.gov>

Order documents from: Superintendent of Documents U.S. Government
Printing Office (GPO) 732 North Capitol Street, NW Washington, DC
20401

Ph: 202-512-1800
Fax: 202-512-2104
E-mail:
contactcenter@gpo.gov
Internet:
<http://www.gpoaccess.gov>

-- End of Section --

SECTION 01 45 00 THE ERDC

REPAIR/MAINTENANCE
QUALITY CONTROL 01/07

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The

publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND
AIR-CONDITIONING ENGINEERS
(ASHRAE) ASHRAE 52.2

(1999; Errata 2001; Errata 2002; Addendum a 2006; Supp to Addenda a 2006) Method of
Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size

ASTM INTERNATIONAL

(ASTM) ASTM D 6245

(1998; R 2002) Using Indoor Carbon Dioxide Concentrations to Evaluate Indoor Air Quality
and Ventilation

ASTM D 6345

(1998; R 2004) Selection of Methods for Active, Integrative Sampling of Volatile
Organic Compounds in Air SHEET METAL AND AIR CONDITIONING

CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)

SMACNA 1507 (1995) IAQ Guidance for Occupied
Buildings Under Repair/maintenance

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety
and Health Requirements

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having a
"FIO" designation are for information only. The following shall be submitted in accordance
with the submittal procedure specification section:

SD-01 Prerepair/maintenance Submittals; GA Repair/maintenance Quality Control (QC) Plan
Submit a Repair/maintenance QC Plan prior to start of repair/maintenance. Indoor Air Quality
(IAQ) Management Plan SD-04 Operation and Maintenance Data; GA

Training Plan

For each training session submit dates, start and finish times, and locations; outline of the
information to be presented; names and qualifications of the presenters; and list of texts and
other materials required to support training.

SD-05 Closeout Submittals; GA Training
Outline Validation of Training Completion

1.3 INFORMATION FOR THE CONTRACTING

OFFICER Deliver the following to the Contracting Officer during Repair/maintenance:

- A. CQC Report: Submit the report by the next working day after each day that work is performed and for every seven consecutive calendar days of no-work
- B. Contractor Production Report: Submit the report the next working day after each day that work is performed and for every seven consecutive calendar days of no-work
- C. Preparatory Phase Checklist: Submit the report electronically in the same manner as the CQC Report for each Preparatory Phase held.
- D. Initial Phase Checklist: Submit the report electronically in the same manner as the CQC Report for each Initial Phase held.
- E. Field Test Reports: Within two working days after the test is performed, submit the report as an electronic attachment to the CQC Report.
- F. Monthly Summary Report of Tests: Submit the report as an electronic attachment to the CQC Report at the end of each month.
- G. Testing Plan and Log: Submit the report as an electronic attachment to the CQC Report, at the end of each month. A copy of the final Testing Plan and Log shall be provided to the OMSI preparer for inclusion into the OMSI documentation.
- H. Rework Items List: Submit lists containing new entries daily, in the same manner as the CQC Report.
- I. CQC Meeting Minutes: Within two working days after the meeting is held, submit the report as an electronic attachment to the CQC Report.
- J. QC Certifications: As required by the paragraph entitled "QC Certifications."

1.4 QC PROGRAM REQUIREMENTS

Establish and maintain a QC program as described in this section. The QC program consists of a QC Organization, QC Plan, QC Plan Meeting(s), a Coordination and Mutual Understanding Meeting, QC meetings, three phases of control, submittal review and approval, testing, completion inspections, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, repair/maintenance and operations which comply with the requirements of this Contract. The QC program shall cover on-site and off-site work and shall be keyed to the work sequence. No repair/maintenance work or testing may be performed unless the QC Manager is on the work site. The QC Manager shall report

to the Project Superintendent. The QC Manager, Project Superintendent and Project Manager must work together effectively. Although the QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job. As determined by the government, there may be projects where the QC may perform a dual role of QC Manager/SSHO.

1.4.1 Acceptance of the Repair/maintenance Quality Control (QC) Plan

Acceptance of the QC Plan is required prior to the start of repair/maintenance. The Contracting Officer reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications. All QC organization personnel shall be subject to acceptance by the Contracting Officer. The Contracting Officer may require the removal of any individual for non-compliance with quality requirements specified in the Contract.

1.4.2 Preliminary Repair/maintenance Work Authorized Prior to Acceptance

The only repair/maintenance work that is authorized to proceed prior to the acceptance of the QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying.

1.4.3 Notification of Changes

Notify the Contracting Officer, in writing, of any proposed changes in the QC Plan or changes to the QC organization personnel, a minimum of 10 work days prior to a proposed change. Proposed changes shall be subject to acceptance by the Contracting Officer.

1.5 QC ORGANIZATION

1.5.1 QC Manager

1.5.1.1 Duties

Provide a QC Manager at the work site to implement and manage the QC program. In addition to implementing and managing the QC program, the QC Manager may perform the duties of Site Safety and Health Officer (SSHO) as defined by EM 385-1-1. The QC Manager is required to attend the partnering meetings, QC Plan Meetings, Coordination and Mutual Understanding Meeting, conduct the QC meetings, perform the three phases of control, perform submittal review and approval, ensure testing is performed and provide QC certifications and documentation required in this Contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by testing laboratory personnel and any other inspection and testing personnel required by this Contract. The QC Manager is the manager of all QC activities. The superintendent shall not be perform the duties of either the QC Manager or the SSHO.

1.5.1.2 Qualifications

For an Offeror's Key Personnel to be acceptable, the proposal must identify the qualifications of key personnel in the following positions:

- a. Project Superintendent
- b. Contract Manager
- c. Quality Control Manager
- d. Site Safety Health / Environmental Compliance Manager

- Project Team and Shared Roles: The Contract Manager (CONTRACTOR) shall not serve as the primary QCONTRACTOR (Quality Control Manager), PS (Project Superintendent), or SSHO (Site Safety and Health/Environmental Officer), however the CONTRACTOR may be appointed as an alternate to provide oversight during the short term absence of the primary QCONTRACTOR, PS, SSHO if the CONTRACTOR meets the qualifications of those positions. The QCONTRACTOR, PS, and SSHO may be a single person if that person meets the qualifications of every position.

-The Project Superintendent must have a minimum of five (5) years of relevant repair/maintenance Project Superintendent experience, and a minimum of ten (10) years' experience on repair/maintenance similar to this contract. Resumes for key personnel to include Letter of Commitments signed by key personnel and prime contractor (If used as experience in proposal) shall also be provided.

-The Contract Manager, Quality Control Manager, and Site Safety Health / Environmental Compliance Manager must have a minimum of five (5) years' experience in the operations of repair/maintenance projects similar in nature, size, scope and complexity of this solicitation.

1.6 QUALITY CONTROL (QC) PLAN

1.6.1 Repair/maintenance Quality Control (QC) Plan

1.6.1.1 Requirements

Provide, for acceptance by the Contracting Officer, a Repair/maintenance QC Plan submitted in a three-ring binder that includes a table of contents, with major sections identified with tabs, with pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing commissioning activities during the repair/maintenance of the project:

A. QC ORGANIZATION: A chart showing the QC organizational structure.

B. NAMES AND QUALIFICATIONS: Names and qualifications, in resume format, for each person in the QC organization. Include the CQM for Contractors course certifications

for the QC Manager and Alternate QC Manager as required by the paragraphs entitled "Repair/maintenance Quality Management Training" and "Alternate QC Manager Duties and Qualifications".

C. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONNEL: Duties, responsibilities, and authorities of each person in the QC organization.

D. OUTSIDE ORGANIZATIONS: A listing of outside organizations, such as architectural and consulting engineering firms, which will be employed by the Contractor and a description of the services these firms will provide.

E. APPOINTMENT LETTERS: Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter the responsibility of the QC Manager and Alternate QC Manager to implement and manage the three phases of control, and their authority to stop work which is not in compliance with the Contract. The QC Manager shall issue letters of direction to the Assistant QC Manager and all other QC Specialists outlining their duties, authorities, and responsibilities. Copies of the letters shall be included in the QC Plan.

F. SUBMITTAL PROCEDURES AND INITIAL SUBMITTAL REGISTER: Procedures for reviewing, approving, and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval. Provide the initial submittal of the Submittal Register as specified in the submittal procedure specification section.

G. TESTING LABORATORY INFORMATION: Testing laboratory information required by the paragraphs entitled "Accreditation Requirements", as applicable.

H. TESTING PLAN AND LOG: A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test. Use Government approved forms to log and track tests.

I. PROCEDURES TO COMPLETE REWORK ITEMS: Procedures to identify, record, track, and complete rework items. Use Government approved forms to record and track rework items.

J. DOCUMENTATION PROCEDURES: Use Government approved forms.

K. LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines and is an item or activity on the repair/maintenance schedule. The list of DFOWs shall include, but not be limited to, all critical path activities on the approved schedule. Include all activities for which this specification requires QC Specialists or specialty inspection personnel. Each design

development stage and submittal package shall have separate DFOWs in the approved schedule.

L. PROCEDURES FOR PERFORMING THE THREE PHASES OF CONTROL: Identify procedures you will use to ensure the three phases of control are used to manage the quality on this project. For each DFOW, a Preparatory and Initial phase checklist will be filled out during the Preparatory and Initial phase meetings. The Preparatory and Initial Phases and meetings shall be conducted with a view towards obtaining quality repair/maintenance by planning ahead and identifying potential problems for each DFOW.

M. PROCEDURES FOR COMPLETION INSPECTION: Procedures for identifying and documenting the completion inspection process. Include in these procedures the responsible party for punch out inspection, pre-final inspection and final acceptance inspection.

N. ORGANIZATION AND PERSONNEL CERTIFICATIONS LOG: Procedures for coordinating, tracking and documenting all certifications on subcontractors, testing laboratories, suppliers, personnel, etc. QC Manager will ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.

1.7 QC PLAN MEETINGS

Prior to submission of the QC Plan, the QC Manager will meet with the Contracting Officer to discuss the QC Plan requirements of this Contract. The purpose of this meeting is to develop a mutual understanding of the QC Plan requirements prior to plan development and submission and to agree on the Contractor's list of DFOWs.

1.8 QC MEETINGS

The QC Manager shall conduct QC meetings once every two weeks with the Project Superintendent, the Government, and foremen who are performing the work of the DFOWs. The QC Manager shall prepare the minutes of the meeting and provide a copy to the Contracting Officer within two working days after the meeting. The Contracting Officer may attend these meetings. As a minimum, the following shall be accomplished at each meeting:

- A. Review the minutes of the previous meeting;
- B. Review the schedule and the status of work and rework;
- C. Review the status of submittals;
- D. Review the work to be accomplished in the next two weeks and documentation required;
- E. Resolve QC and production problems (RFI, etc.);

- F. Address items that may require revising the QC Plan;
- G. Review Accident Prevention Plan (APP);
- H. Review environmental requirements and procedures; I. Review Waste Management Plan;
- J. Review IAQ Management Plan;
- K. Review Environmental Management Plan;
- L. Review the status of training completion; and
- M. Review QC Plan and progress.

1.10 THREE PHASES OF CONTROL

The Three Phases of Control shall adequately cover both on-site and off-site work and shall include the following for each DFW.

1.10.1 Preparatory Phase

Notify the Contracting Officer at least two work days in advance of each preparatory phase meeting. The meeting shall be conducted by the QC Manager and attended by the Project Superintendent, the Government, and the foreman responsible for the DFW. When the DFW will be accomplished by a subcontractor, that subcontractor's foreman shall attend the preparatory phase meeting. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report and in the Preparatory Phase Checklist. Perform the following prior to beginning work on each DFW:

- A. Review each paragraph of the applicable specification sections; B. Review the Contract drawings;
- C. Verify that field measurements are as indicated on repair/maintenance and/or shop drawings before confirming product orders, in order to minimize waste due to excessive materials;
- D. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
- E. Review the testing plan and ensure that provisions have been made to provide the required QC testing;
- F. Examine the work area to ensure that the required preliminary work has been completed;
- G. Coordinate the schedule of product delivery to designated prepared areas in order to

minimize site storage time and potential damage to stored materials;

H. Arrange for the return of shipping/packaging materials, such as wood pallets, where economically feasible;

I. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;

J. Discuss repair/maintenance methods, repair/maintenance tolerances, workmanship standards, and the approach that will be used to provide quality repair/maintenance by planning ahead and identifying potential problems for each DFOW;

K. Review the APP and appropriate Activity Hazard Analysis (AHA) to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted; and

L. Review the QC Plan and ensure all preliminary work items have been completed and documented.

1.10.2 Initial Phase

Notify the Contracting Officer at least two work days in advance of each initial phase. When repair/maintenance crews are ready to start work on a DFOW, conduct the initial phase with the Project Superintendent, and the foreman responsible for that DFOW. Observe the initial segment of the DFOW to ensure that the work complies with Contract requirements. Document the results of the initial phase in the daily CQC Report and in the Initial Phase Checklist. Repeat the initial phase for each new crew to work on-site, or when acceptable levels of specified quality are not being met. Perform the following for each DFOW:

A. Establish the quality of workmanship required; B. Resolve conflicts;

C. Ensure that testing is performed by the approved laboratory;

D. Check work procedures for compliance with the APP and the appropriate AHA to ensure that applicable safety requirements are met; and

E. Review the QC Plan and ensure all preparatory work items have been completed and documented.

1.10.3 Follow-Up Phase

Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFOW and document in the daily CQC Report:

A. Ensure the work is in compliance with Contract requirements;

- B. Maintain the quality of workmanship required;
- C. Ensure that testing is performed by the approved laboratory;
- D. Ensure that rework items are being corrected;
- E. Perform safety inspections; and

- F. Review the QC Plan and ensure all work items, testing, and documentation has been completed.

1.10.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same DFW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFW is resumed after substantial period of inactivity, or if other problems develop.

1.10.5 Notification of Three Phases of Control for Off-Site Work

Notify the Contracting Officer at least two weeks prior to the start of the preparatory and initial phases.

1.11 SUBMITTAL REVIEW AND APPROVAL

Procedures for submission, review and approval of submittals are described in the submittal procedures specification section.

1.12 TESTING

Except as stated otherwise in the specification sections, perform sampling and testing required under this Contract.

1.12.1 Accreditation Requirements

Repair/maintenance materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation. The laboratory's scope of accreditation must include the appropriate ASTM standards (E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.

1.12.2 Laboratory Accreditation Authorities

Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at <http://ts.nist.gov/ts/htdocs/210/214/214.htm> , the American Association of

State Highway and Transportation Officials (AASHTO) program at <http://www.transportation.org/aashto/home.nsf/frontpage> , International Accreditation Services, Inc. (IAS) at <http://www.iasonline.org>, U. S. Army Corps of Engineers Materials Testing Center (MTC) at <http://www.wes.army.mil/SL/MTC/>, and the American Association for Laboratory Accreditation (A2LA) program at <http://www.a2la.org/>.

1.12.3 Capability Check

The Contracting Officer retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

1.12.4 Test Results

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the item fails to conform, notify the Contracting Officer immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer via the QC Manager. Furnish a summary report of field tests at the end of each month, per the paragraph entitled "INFORMATION FOR THE CONTRACTING OFFICER".

1.12.5 Test Reports and Monthly Summary Report of Tests

The QC Manager shall furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the Contracting Officer. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month. A copy of the signed test reports and

certifications shall be provided to the OMSI preparer for inclusion into the OMSI documentation.

1.13 QC CERTIFICATIONS

1.13.1 CQC Report Certification

Each CQC Report shall contain the following statement: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report."

1.13.2 Invoice Certification

Furnish a certificate to the Contracting Officer with each payment request, signed by the QC Manager, attesting that as-built drawings are current, coordinated and attesting that the work for which payment is requested, including stored material, is in compliance with Contract requirements.

1.13.3 Completion Certification

Upon completion of work under this Contract, the QC Manager shall furnish a certificate to the Contracting Officer attesting that "the work has been completed, inspected, tested and is in compliance with the Contract." A copy of this final QC Certification for completion shall be provided to the OMSI preparer for inclusion into the OMSI documentation.

1.14 COMPLETION INSPECTIONS

1.14.1 Punch-Out Inspection

Near the completion of all work or any increment thereof, established by a completion time stated in the Contract Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the QC Manager and the Government shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings, specifications and Contract. Include in the punch list any remaining items on the "Rework Items List", which were not corrected prior to the Punch-Out Inspection. The punch list shall include the estimated date by which the deficiencies will be corrected. A copy of the punch list shall be provided to the Contracting Officer. The QC Manager, or staff, shall make follow-on inspections to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government "Pre-Final Inspection".

1.14.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Pre-Final Punch List" may be developed as a result of this inspection. The QC Manager shall ensure that all items on this list are corrected prior to notifying the Government that a "Final" inspection with the Client can be scheduled. Any items noted on the "Pre-Final" inspection shall be corrected in a timely manner and shall be accomplished before the contract completion date for the work, or any particular increment thereof, if the project is divided into increments by separate completion dates.

1.14.3 Final Acceptance Inspection

The Contractor shall notify the Contracting Officer at least 7 calendar days prior to the date a final acceptance inspection can be held. The notice

shall state that all items previously identified on the pre-final punch list will be corrected and

acceptable, along with any other unfinished Contract work, by the date of the final acceptance inspection. The Contractor shall be represented by the QC Manager, the Project Superintendent, the Government, and others deemed necessary.

Attendees for the Government will include the Contracting Officer, other ROICC personnel, and personnel representing the Client. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the Contract Clause entitled "Inspection of Repair/maintenance."

1.15 TRAINING

Prior to acceptance of the facility by the Contracting Officer for beneficial occupancy, the Contractor shall provide a comprehensive project- specific Government personnel training program for the systems and equipment of the facility specified in the technical specifications of this Contract. The trainees shall include the Contracting Officer, facilities managers, maintenance staff, and building occupants. The Contractor shall be responsible for coordinating, scheduling, and ensuring that training is completed. Instructors shall be well-versed in the particular systems that they are presenting. Provide instruction time on site at a location approved by the Contracting Officer.

1.15.1 Training Plan

The Contractor shall submit a written training plan to the Contracting Officer and Government for review and approval prior to training. The training shall be coordinated and scheduled with the Contracting Officer and Government. The plan shall include the following elements:

- A. Equipment included in training.
- B. Intended audience.
- C. Location of training.
- D. Objectives.
- E. Subjects covered including description.
- F. Duration of training on each subject.
- G. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.).
- H. Instructor and instructor qualifications for each subject.

1.15.2 Content

Training shall stress and enhance the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The core of this training will be based on manufacturer's recommendations and the operation and maintenance information provided as a part of this Contract. A review of environmentally-related aspects of the Operation and Maintenance Manuals shall be included. The course shall provide a brief summary of Part I, "Facility Information" and a more detailed presentation of Part II, "Primary Systems Information" from the operation and maintenance manuals. The presentation shall be

weighted so as to spend 95 percent of instruction time on Part II. The following shall be included for each commissioned system:

- A. Design intent.
- B. Use of O&M Manuals.
- C. Review of control drawings and schematics.
- D. Start-up, normal operation, shutdown, unoccupied operation, seasonal changeover, manual operation, controls set-up and programming, troubleshooting, and alarms.
- E. Interactions with other systems.
- F. Adjustments and optimizing methods for energy conservation. G. Relevant health and safety issues.
- H. Special maintenance and replacement sources.
- I. Tenant interaction issues.
- J. Discussion of how the feature or system is environmentally responsive.

1.15.3 Training Outline

The Government shall be responsible for overseeing and approving the content and adequacy of the training. The Government shall interview the Government facilities manager and Contracting Officer to determine the special needs and areas where training will be most valuable. The Contracting Officer shall decide how rigorous the training should be for each piece of equipment. The Government shall communicate the results to the QC Manager, who will provide each trainee in the course a written course outline, listing the major and minor topics to be discussed by the instructor on each day of the course.

1.15.6 Validation of Training Completion

The Government shall develop criteria for determining that the training was satisfactorily completed, including attending some of the training, and upon fulfillment of the criteria, shall validate training completion. The Government shall then recommend approval of the training using a standard form. The Contracting Officer shall sign the approval form. Provide completed and signed validation of training forms as provided in the QC Plan for all training sessions accomplished. Provide two copies of the signed training validation forms to the Contracting Officer and one copy to the OMSI preparer for inclusion into the OMSI documentation.

1.16 DOCUMENTATION

Maintain current and complete records of on-site and off-site QC program operations and activities.

1.16.1 Repair/maintenance Documentation

Reports are required for each day that work is performed and shall accompany the submission of the Contractor Quality Control Report prepared for the same day. Maintain current and complete records of on-site and off-site QC program operations and activities. The forms identified under the paragraph "INFORMATION FOR THE CONTRACTING OFFICER" shall be used. Reports are required for each day work is performed. Account for each calendar day throughout the life of the Contract. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces. The Project Superintendent and the QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively. The reporting of work shall be identified by terminology consistent with the repair/maintenance schedule. In the "remarks" sections of the reports, enter pertinent information including directions received, problems encountered during repair/maintenance, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site, quality control problem areas, deviations from the QC Plan, repair/maintenance deficiencies encountered, meetings held. For each entry in the report(s), identify the Schedule Activity No. that is associated with the entered remark.

1.16.2 Quality Control Validation

Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders shall be readily available to the Contracting Officer during all business hours.

- A. All completed Preparatory and Initial Phase Checklists, arranged by specification section.
- B. All milestone inspections, arranged by Activity Number.
- C. An up-to-date copy of the Testing Plan and Log with supporting field test reports, arranged by specification section.
- D. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
- E. An up-to-date copy of the Rework Items List.
- F. Maintain up-to-date copies of all punch lists issued by the QC staff to the Contractor and Sub-Contractors and all punch lists issued by the Government.

g. Commissioning documentation including QC checklists, schedules, tests, and reports.

1.16.4 Testing Plan and Log

As tests are performed, the Government and the QC Manager shall record on the "Testing Plan and Log" the date the test was performed and the date the test results were forwarded to the Contracting Officer. Attach a copy of the updated "Testing Plan and Log" to the last daily CQC Report of each month, per the paragraph "INFORMATION FOR THE CONTRACTING OFFICER". A copy of the final "Testing Plan and Log" shall be provided to the OMSI preparer for inclusion into the OMSI documentation.

1.16.5 Rework Items List

The QC Manager shall maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the "Rework Items List" to the last daily CQC Report of each month. The Contractor shall be responsible for including those items identified by the Contracting Officer.

1.17 NOTIFICATION ON NON-COMPLIANCE

The Contracting Officer will notify the Contractor of any detected non-compliance with the Contract. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.

1.18 REPAIR/MAINTENANCE INDOOR AIR QUALITY (IAQ) MANAGEMENT PLAN

An IAQ Management Plan shall be submitted within 15 days after notice to proceed and not less than 10 days before the prerepair/maintenance meeting. Revise and resubmit Plan as required by the Contracting Officer. Copies of the final Plan shall be made available to all workers on site. Include provisions in the Plan to meet the requirements specified below and to ensure safe, healthy air for repair/maintenance workers and building occupants.

1.18.1 Requirements During Repair/maintenance

Provide for evaluation of indoor Carbon Dioxide concentrations in accordance with ASTM D 6245. Provide for evaluation of volatile organic compounds (VOCs) in indoor air in accordance with ASTM D 6345. Use filters with a Minimum Efficiency Reporting Value

(MERV) of 8 in permanently installed air handlers during repair/maintenance.

1.18.1.1 Control Measures

The Contractor shall meet or exceed the requirements of SMACNA 1507, Chapter 3, to help minimize contamination of the building from repair/maintenance activities. The five requirements of this manual which must be adhered to are described below:

A. HVAC protection: Isolate return side of HVAC system from surrounding environment to prevent repair/maintenance dust and debris from entering the duct work and spaces.

B. Source control: Use low emitting paints and other finishes, sealants, adhesives, and other materials as specified. When available, cleaning products shall have a low VOC content and be non-toxic to minimize building contamination. Utilize cleaning techniques that minimize dust generation. Cycle equipment off when not needed. Prohibit idling motor vehicles where emissions could be drawn into building. Designate receiving/storage areas for incoming material that minimize IAQ impacts.

C. Pathway interruption: When pollutants are generated use strategies such as 100 percent outside air ventilation or erection of physical barriers between work and non-work areas to prevent contamination.

D. Housekeeping: Clean frequently to remove repair/maintenance dust and debris. Promptly clean up spills. Remove accumulated water and keep work areas dry to discourage the growth of mold and bacteria. Take extra measures when hazardous materials are involved.

E. Scheduling: Control the sequence of repair/maintenance to minimize the absorption of VOCs by other building materials.

1.18.1.2 Moisture Contamination

A. Remove accumulated water and keep work dry.

B. Use dehumidification to remove moist, humid air from a work area.

C. Do not use combustion heaters or generators inside the building.

D. Protect porous materials from exposure to moisture.

E. Remove and replace items which remain damp for more than a few hours.

1.18.2 Requirements after Repair/maintenance

After repair/maintenance ends and prior to occupancy, conduct a building flush-out or test the indoor air contaminant levels. Flush-out shall be a minimum two-week building flush-out with MERV-13 filtration media as determined by ASHRAE 52.2 at 100 percent outside

air, or in accordance with

PART 2 PRODUCTS Not used.

PART 3 EXECUTION

3.1 PREPARATION

Designate receiving/storage areas for incoming material to be delivered according to installation schedule and to be placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. Store and handle materials in a manner as to prevent loss from weather and other damage. Keep materials, products, and accessories covered and off the ground, and store in a dry, secure area. Prevent contact with material that may cause corrosion, discoloration, or staining. Protect all materials and installations from damage by the activities of other trades.

-- End of Section --

SECTION 01 45 35

CLOSEOUT
SUBMITTALS 05/09

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM E 1971 (2005) Stewardship for the Cleaning of Commercial and Institutional Buildings

GREEN SEAL (GS)

GS-37 (2000; R 2005)
Industrial and Institutional
Cleaners

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00

SUBMITTAL PROCEDURES: SD-03 Product Data As-Built Record of Equipment and Materials; G Two copies of the record listing the as-built materials and equipment incorporated into the repair/maintenance of the project.

Warranty Management Plan; G

Two set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the repair/maintenance project, including the starting date of warranty of repair/maintenance.

Furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

SD-08 Manufacturer's Instructions

Preventative Maintenance; G and Condition Monitoring (Predictive Testing); G and Inspection; G schedules with instructions that state when systems should be retested.

Define within the schedule the anticipated length of each test, test apparatus, number of personnel identified by responsibility, and a testing validation procedure permitting the record operation capability requirements. On each test feature; e.g., gpm, rpm, psi, provide a signoff blank for the Contractor and Contracting Officer. Within a remarks column of the testing validation

procedure include references to operating limits of time, pressure, temperature, volume, voltage, current, acceleration, velocity, alignment, calibration, adjustments, cleaning, or special system notes. Delineate procedures for preventative maintenance, condition monitoring (predictive testing) and inspection, adjustment, lubrication and cleaning necessary to prevent failure.

Posted Instructions; G

SD-10 Operation and Maintenance Data

Submit Operation and Maintenance Manuals in accordance with paragraph entitled, "Operation and Maintenance," of this section.

SD-11 Closeout

Submittals Record

Drawings

Drawings showing final as-built conditions of the project. The final CADD record drawings must consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working

Record drawings.

Record GIS (geospatial data) files and documents.

Provide submittal indicating name and qualifications of firm to be engaged to provide GIS data in accordance with ERDC requirements and specifications herein. Firm shall have experience and be qualified in ESRI ArcGIS mapping systems.

Provide submittal indicating software compliance and standards as set forth herein prior to proceeding with development of GIS data.

Form DD1354; G

Checklist for Form DD1354; G

1.3 PROJECT RECORD DOCUMENTS

1.3.1 Record Drawings

This paragraph covers record drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working record drawings" and "final record drawings" refer to contract drawings which are revised to be used for final record drawings showing as-built conditions.

1.3.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the prerepair/maintenance conference for projects requiring CADD file record drawings.

1.3.1.2 Working Record and Final Record Drawings

Revise 1 set of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. Keep these working as-built marked drawings current on a weekly basis and at least one set available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of repair/maintenance must be accurately and neatly recorded as they occur by means of details and notes. Prepare final record (as-built) drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final record (as-built) drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final record drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the record drawings. This monthly deduction will continue until an

agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. Show on the working and final record drawings, but not limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, show by offset dimensions to two permanently fixed surface features the end of each run including each change in direction on the record drawings. Locate valves, splice boxes and similar appurtenances by dimensioning along the utility run from a reference point. Also record the average depth below the surface of each run.
- b. The location and dimensions of any changes within the building structure.
- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- e. The topography, invert elevations and grades of drainage installed or affected as part of the project repair/maintenance.
- f. Changes or modifications which result from the final inspection.
- g. Where contract drawings or specifications present options, show only the option selected for repair/maintenance on the final as-built prints.
- h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, furnish a contour map of the final borrow pit/spoil area elevations.
- i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- j. Modifications (include within change order price the cost to change working and final record drawings to reflect modifications) and compliance with the following procedures.
 - (1) Follow directions in the modification for posting descriptive changes.
 - (2) Place a Modification Circle at the location of each deletion.
 - (3) For new details or sections which are added to a

drawing, place a Modification Circle by the detail or section title.

- (4) For minor changes, place a Modification Circle by the area changed on the drawing (each location).
- (5) For major changes to a drawing, place a Modification Circle by the title of the affected plan, section, or detail at each location.
- (6) For changes to schedules or drawings, place a Modification Circle either by the schedule heading or by the change in the schedule.
- (7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.3.1.3 Drawing Preparation

Modify the record drawings as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints must be neat, legible and accurate. These drawings are part of the permanent records of this project and must be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor must be satisfactorily replaced by the Contractor at no expense to the Government.

1.3.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only employ personnel proficient in the preparation of CADD drawings to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings must be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols must be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final record drawings must be identical to that used on the contract drawings. Accomplish additions and corrections to the contract drawings using CADD files.

The Contractor will be furnished "as-designed" drawings in AutoCad Release 2010 format compatible with government operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). Provide all program files and hardware necessary to prepare final record drawings. The Contracting Officer will review final record drawings for accuracy and return them to the Contractor for required corrections, changes, additions, and deletions.

- b. Rename the Contract Drawing files in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Repair/maintenance conference. Use only those renamed files for the Marked-up changes. All changes shall be made on the layer/level as the original

item.

c. When final revisions have been completed, show the wording "RECORD DRAWINGS / AS-BUILT CONDITIONS" followed by the name of the Contractor in letters at least 3/16 inch high on the cover sheet drawing. Mark all other contract drawings either "Record" drawing denoting no revisions on the sheet or "Revised Record" denoting one or more revisions. Date original contract drawings in the revision block.

d. Within 20 days after Government approval of all of the working record drawings for a phase of work, prepare the final CADD record drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days of substantial completion of all phases of work, submit the final record drawing package for the entire project. Submit one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working record drawings. They must be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final record drawing files and marked prints as specified will be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final record drawings must be accomplished before final payment is made to the Contractor.

1.3.1.5 Payment

No separate payment will be made for record drawings required under this contract, and all costs accrued in connection with such drawings are considered a subsidiary obligation of the Contractor.

1.3.2 As-Built Record of Equipment and Materials

Furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Submit Two sets of final record of equipment and materials 10 days after final inspection. Key the designations to the related area depicted on the contract drawings.