

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DQ23R1003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10-Nov-2022	PAGE OF PAGES 1 OF 73
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY USACE, KANSAS CITY + FEDERAL BLDG, CT-C + 601 E 12TH ST RM 647 KANSAS CITY MO 64106-2896  TEL: 816-389-3812	CODE W912DQ  FAX: 816-389-2029/2030	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> USACE, KANSAS CITY + CONTRACTING DIVISION FEDERAL BLDG CT 601 E 12 647 KANSAS CITY MO 64106-2896  TEL: 816-389-3812	CODE W912DQ  FAX: 816-389-3029
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9. FOR INFORMATION CALL:	A. NAME JOHN AKIN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (816) 389-3577
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**SOLICITATION**

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

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

This work will include structural repairs installation a new roof coating, skylights panels, windows, overhead doors, electrical service, distribution panels and entry doors. The Contractor shall provide all equipment, labor, supervision and material necessary to complete the project.

This requirement is a 100% Total Small Business Set-Aside that will result in one firm-fixed-price award. The NAICS Code for this requirement is 236220, Size Standard \$39.5 million.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See 52.211-10 \_\_\_\_\_.)

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

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 12 Dec 2022 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



Section 00 10 00 - Solicitation

CAUTION PAGE

**BEFORE SIGNING AND EMAILING YOUR Proposal, please take note of the following, as failure to perform any one of these actions may cause your proposal to be rejected.**

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to the number of amendments issued, please contact our office.
2. FACSIMILE PROPOSALS AND MODIFICATIONS: Will not be considered. Facsimile withdrawals will be considered.
3. BUY AMERICAN ACT: All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, which each system can be built to meet the contract specifications without the use of foreign construction materials.
4. **SYSTEM FOR AWARD MANAGEMENT (SAM):** In accordance with FAR 52.204-7: By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to submitting an offer, before award and during performance and through final payment of any contract resulting from this solicitation. If the Offeror is not registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://sam.gov/portal/SAM/#1> . It is highly encouraged that all prospective Offeror's start the SAM's registration process as soon as possible.

SAM.GOV REGISTRATION IS FREE OF CHARGE

**PER FAR 4.1102(a), OFFERORS MUST BE REGISTERED IN THE SAM DATABASE AT THE TIME A PROPOSAL IS SUBMITTED. AFTER A PROPOSAL IS SUBMITTED AND AN OFFEROR IS FOUND NOT REGISTERED IN THE SAM DATABASE, THE CONTRACTING OFFICER WILL PROCEED WITH AWARD TO THE NEXT SUCCESSFUL CONTRACTOR.**

If you were not previously registered, please go to <https://www.sam.gov>. Instructions for new registration are also located at the following link <https://sam.gov/content/entity-registration> to register.

If you have questions about Government procurements in general or need assistance in the preparation of your proposal, a local Procurement Technical Assistance Center (PTAC) may be able to help. The Procurement Technical Assistance Program was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate a PTAC near you, go to <http://www.aptac-us.org/sam-registration/> **THIS A FREE SERVICE BY A NON PROFIT PAID FOR BY THE US GOVERNMENT**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Glasgow Maintenance Building Repair FFP Work to be done: This work shall consist structural repairs installation new metal panels, skylights panels, application of an elastomeric roof coating, and repair of the electrical service, and distribution panels. All work shall conform with the project specifications as approved by USACE. The contractor shall supply all labor and materials required for project completion. FOB: Destination PSC CD: Z2AA	1	Job		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Waterproofing membrane FFP Work to be done: This work shall consist of application of a fluid applied waterproofing membrane over the exterior if the structure. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Option is anticipated to be exercised with award or within 30 days after NTP. Option will add 30 Days to period of performance (POP) when exercised. FOB: Destination PSC CD: Z2AA	1	Job		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Overhead and Sliding Doors FFP Work to be done: This work shall consist of replacing overhead and sliding doors with new overhead doors, modification of framing to increase door height. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Option is anticipated to be exercised with award or within 30 days after NTP. Option will add 30 Days to POP when exercised. FOB: Destination PSC CD: Z2AA	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Replace Windows FFP Work to be done: This work shall consist of replacing windows with new metal framed windows. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Option is anticipated to be exercised with award or within 30 days after NTP. Option will add 30 Days to POP when exercised. FOB: Destination PSC CD: Z2AA	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Interior Painting FFP Work to be done: This work shall consist of interior painting. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Option is anticipated to be exercised with award or within 50 days after NTP. Option will add 30 Days to POP when exercised. FOB: Destination PSC CD: Z2AA	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Side Entry Door FFP Work to be done: This work shall consist of replacing entry door with new steel door and frame. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Option is anticipated to be exercised with award or within 50 days after NTP. Option will add 30 Days to POP when exercised. FOB: Destination PSC CD: Z2AA	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Exterior Metal Panels/Skylights	1	Job		
OPTION	FFP				
	Work to be done: This work shall consist of the removal and replacement of the exterior metal panels and skylights with all new material. All work shall conform with this specification and in reasonably close conformity to the plans and project specification as approved by USACE. The contractor shall supply all labor and materials required for project completion. Option is anticipated to be exercised with award or within 50 days after NTP. Option will add 90 Days to POP when exercised.				
	FOB: Destination				
	PSC CD: Z2AA				

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#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	90 dys. ANP	1	GLASGOW PROJECT OFC PROJECT OFFICE P O BOX 76 GLASGOW MO 65254 FOB: Destination	966423
0002	30 dys. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966423
0003	30 dys. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966423
0004	30 dys. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966423
0005	30 dys. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966423
0006	30 dys. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966423
0007	90 dys. AOE	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	966423

## Section 00 20 00 - Instructions for Procurement

ADDITIONAL INFORMATIONMAGNITUDE OF PROJECT—CONSTRUCTION

The magnitude of this project is represented by the following estimated price range (contracting officer mark as appropriate):

Less than \$25,000

Between \$25,000 and \$100,000

Between \$100,000 and \$250,000

Between \$250,000 and \$500,000

Between \$500,000 and \$1,000,000

Between \$1,000,000 and \$5,000,000

Between \$5,000,000 and \$10,000,000

Between \$10,000,000 and \$25,000,000

Between \$25,000,000 and \$100,000,000

Between \$100,000,000 and \$250,000,000

Between \$250,000,000 and \$500,000,000

Over \$500,000,000

## POINTS OF CONTACT

Contracting Officer      Laura Hedrick      (816) 389-3023      [laura.l.hedrick@usace.army.mil](mailto:laura.l.hedrick@usace.army.mil)

Contracting Specialist      John Akin      (816) 389-3577      [john.h.akin@usace.army.mil](mailto:john.h.akin@usace.army.mil)

## Section 00 21 00 - Instructions

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.215-7008	Only One Offer	JUL 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 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)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of provision)

52.222-23 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
4.0%	6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Howard County, MO.**

(End of provision)

## 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

## 52.228-1 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 20 percent of the bid price or \$3,000,000.00, 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)

#### 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

#### 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

Laura Hedrick  
USACE Kansas City District  
601 E 12th st  
Kansas City, MO 64106

(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--  
November 22, 2022 at 11:00AM CST

(c) Participants will meet at--  
Glasgow Project Office  
401 Water St  
Glasgow, MO 65254

(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):

Federal Acquisition Regulations System (FAR)  
<https://www.acquisition.gov/>

Defense Federal Acquisition Regulation Supplement (DFARS)  
<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

Section 00 21 13 - Instructions to Bidders

**PROPOSAL INFORMATION**  
**EVALUATION OF PROPOSALS**

The Government will award a contract resulting from the solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price  
Experience  
Past Performance

IAW FAR 13.106-1(a)(2)(iii), solicitations are not required to state the relative importance assigned to each evaluation factor or subfactor.

**INQUIRIES/QUESTIONS**

Prospective Offerors shall submit contracting and technical inquiries and questions concerning this solicitation document to the Contracting Specialist, John Akin @ [john.h.akin@usace.army.mil](mailto:john.h.akin@usace.army.mil).

All questions are due by December 5, 2022 by 5:00 PM CST.

**Proposals shall be submitted to John Akin at [john.h.akin@usace.army.mil](mailto:john.h.akin@usace.army.mil) and Laura Hedrick at [laura.l.hedrick@usace.army.mil](mailto:laura.l.hedrick@usace.army.mil). Proposals shall include a filled out CLIN structure, signed notice of any and all amendments, Experience forms, and Past Performance submittals.**

**Proposals shall be due on the date and time stated on the front page, Box 13.**

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.
- (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:

(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
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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)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--

Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [  ] will, [  ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [  ] does, [  ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the

additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [  ] does, [  ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [  ] does, [  ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(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:

XX (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.

XX (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)

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
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

## Section 00 72 00 - General Conditions

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
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
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2018
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
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
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
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-10	Waste Reduction Program	MAY 2011
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
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020

52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (Apr 2012) - Alternate I	SEP 1996
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
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	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
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022

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
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

##### (b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

- (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 days after NTP, plus any additional days awarded through exercised options. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 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 \$260.00 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)

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(viii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JAN 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (JAN 2022).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at or above the threshold specified in FAR 4.1403(a) on the date of award of this contract).

- (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract).
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) (41 U.S.C. chapter 65) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (JUN 2020) (29 U.S.C. 793) (Applies to contracts over the threshold specified in FAR 22.1408(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR 22.1303(a) on the date of award of this contract).
- (vii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (viii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.))).
- (x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- (xi) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (xii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).
- (xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).
- (xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR ® Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xvii) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information.)

(xx) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

**Federal Acquisition Regulations System (FAR)**

<https://www.acquisition.gov/>

**Defense Federal Acquisition Regulation Supplement (DFARS)**

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

## 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days after NTP**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 236220 assigned to contract number TBD.

(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)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

(1) 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 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. 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.

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.

(b) Domestic preference.

(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 materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American 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)(3)(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)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_ \_ \_ \_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_

Account party's name \_\_\_\_ \_

Account party's address \_\_\_\_ \_

For Solicitation No. \_\_\_\_ \_ (for reference only)

TO: [ \_\_\_\_ U.S. Government agency]

[ \_\_\_\_ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [ \_\_\_\_ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[ \_\_\_\_ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_

Beneficiary: \_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_ /U.S. \$ \_\_\_\_ and expiring with our close of business on \_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g.,

``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_  
[City, State]

(Date) \_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_ [Beneficiary Agency] \_\_\_\_ the sum of United States \_\_\_\_ This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_

\_\_\_\_ [Beneficiary Agency]

By: \_\_\_\_

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by visual observation, quantity takeoffs, and topographic survey.

(b) Weather conditions: Each bidder should satisfy himself/herself as to hazards likely to arise from weather conditions before submitting his/her bid. Complete weather records and reports may be obtained from the local National Weather Service Office.

(c) Transportation facilities: Each bidder should obtain necessary data as to access highway and railroad facilities before submitting his/her bid. The unavailability of transportation facilities shall not become a basis for claims for damages or extension of time for completion of work.

(End of clause)

## 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

## 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—

(i) Acts of God or of the public enemy,

(ii) Acts of the Government in either its sovereign or contractual capacity,

(iii) Acts of another Contractor in the performance of a contract with the Government,

- (iv) Fires,
  - (v) Floods,
  - (vi) Epidemics,
  - (vii) Quarantine restrictions,
  - (viii) Strikes,
  - (ix) Freight embargoes,
  - (x) Unusually severe weather, or
  - (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.
- (d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

**Federal Acquisition Regulations System (FAR)**

<https://www.acquisition.gov/>

**Defense Federal Acquisition Regulation Supplement (DFARS)**

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

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

<u>Title</u>	<u>File</u>	<u>Drawing No.</u>
Culvert Locations Map	Location	G-002
Existing Exterior Condition- Photos	Existing Conditions	G-003
Existing Interior Condition- Photos	Existing Conditions	G-004
Existing Damage- Photos	Existing Conditions	G-005
Existing Utilities- Photos	Existing Conditions	G-006
Building Dimensions	Civil	CS-100

(End of clause)

Section 01 00 00 - General Requirements

STATEMENT OF WORK

Maintenance Building Roof Repair, Glasgow, Missouri – Glasgow Project Office

**DESCRIPTION OF WORK AND GENERAL REQUIREMENTS**

1. GENERAL:

1.1 Existing: The Glasgow Project Maintenance Building requires repair to the building’s walls, roof, insulation and electrical system.

1.2 Project Description and Location

1.2.1 Description of work: This work will include repairs, installation of an elastomeric roof coating, skylights panels, electrical service, distribution panel, windows, overhead doors, and entry doors. The Contractor shall provide all equipment, labor, supervision and material necessary to complete the project.

1.2.2 Project Location: The work is located at the United States Army Corps of Engineers (USACE) maintenance facility at the Glasgow Project Office.

1.3 Location:

Glasgow Project Office  
U.S. Army Corps of Engineers  
401 Water Street,  
Glasgow, MO 65254

1.4 Points of Contact:

James Campbell	Kevin Pugh
<a href="mailto:james.d.campbell@usace.army.mil">james.d.campbell@usace.army.mil</a>	
<a href="mailto:kevin.w.pugh@usace.army.mil">kevin.w.pugh@usace.army.mil</a>	<a href="mailto:john.p.pasa@usace.army.mil">john.p.pasa@usace.army.mil</a>
816-389-3680	816-389-3811

1.5 Work Hours

The standard workday is 7:00 am to 5:00 pm Monday thru Friday, excluding Federal holidays. Work hours may be adjusted with approval of Contracting Officer Representative (COR) or Operations Project Manager. Any request for variation from these hours shall be coordinated with the COR at a minimum of 48 hours in advance.

1.6 Plans and Documentation

1.6.1 Contractor Daily Written and Photographic Documentation

Contractor shall submit daily logs of work conducted to the COR. Contractor may use their own form for documentation or forms can be provided at the contractor’s request. Photos of all phases of the project are required and shall be submitted to COR in an agreed upon formatting upon job completion. Each photo shall have a time date stamp. It is recommended that daily logs are submitted daily.

The following information must be included:

Date	Equipment Used	Total hours worked that day
Contractor Name	Precipitation	Controversial Matters

Weather description	Methods Used	Miscellaneous Remarks
Air temperature	Work completed that day	
Size of crew	Problems encountered	

#### 1.6.2 Insurance Requirements

The Contractor shall maintain the required insurance coverage throughout the duration of project.

#### 1.6.3 Payment and Invoices:

Award will be a Firm Fixed Price Contract. Each Contract Line Item (CLIN) shall be paid as a Job.

Invoices shall be submitted upon completion of the work. Each line item on an invoice shall give a description including the Contract Line Item Number (CLIN). Upon receipt, the COR will certify that the requested amounts are appropriate before payment will be made. Invoices shall include all necessary information, including any necessary supporting documentation required as part of this Scope of Work. All invoices shall reflect the contract number, (Block 2 of the SF-1442).

#### 1.6.4 Contractor Exposure Hours:

The Contractor shall track the number of man hours to perform the contract requirements. The total number of man hours per day shall be submitted to the Government with the invoice.

#### 1.6.5 Red Lined As-Built Drawings

1.6.5.1 Shall include the identification of the work completed by the Contractor and shall be on one set of Contract Drawings provided to the Contractor at the onset of the project.

1.6.5.2 Drawings shall be kept on the project site, include all necessary information as outlined in the Scope of Work, be updated as the work progresses and shall be clearly legible. All markings shall be either red or green. Red lines shall denote deletions and green lines shall denote additions.

#### 1.7 Site Visit/Project Photos

Interested parties are strongly encouraged to visit the site prior to preparing and submitting their offer. Contractors are encouraged to attend the scheduled site visit on the solicitation prior to submitting an offer on this contract.

#### 1.8 Occupancy of Premise

Before work is started, it is the Contractor's responsibility to arrange with COR a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, corridors and/or stairways.

#### 1.9 Submittal Definitions

The Contractor is responsible for the requirements of this contract and is encouraged to review the document in detail and to provide inquiries to the Government as necessary prior to preparing a proposal.

##### 1.9.1 Construction Process Plan

Construction Plan shall include all the following:

1.9.1.1 A plan which clearly indicates the areas of work and description of the work to be completed. This shall be completed in a work breakdown structure format. Examples might include processes for demolition, building repairs, roof coating, paint removal, doors and window replacement.

1.9.1.2 The construction process plan shall be submitted and approval prior to work being started.

### 1.9.2 Quality Control Plan (QCP)

The Contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with this SOW. Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which they assure themselves that their work complies with the requirement of the contract. The QCP shall be submitted within 30 days after the contract has been awarded. After acceptance of the quality control plan, the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to their QC system.

Submit a detailed Contractor Quality Control (CQC) Plan that fully represents and conforms to the requirements of these specifications. At a minimum the CQC is to include the following:

1.9.2.1 Defined responsibilities of personnel that ensure the quality requirements for this contract are met. All responsibilities such as Superintendent, Site Safety and Health Officer (SSHO), and Quality Control Manager (QCM) shall be assigned to specific personnel and an alternate if the primary is not on-site. Individual(s) who will be onsite during construction operations and who will have the authority to act for the Contractor to include the authority to stop work which is not in compliance with the contract.

#### 1.9.2.2 Role definitions

It is the decision of the Contractor on whether the following roles are the duties of a single individual or are assigned to multiple individuals. The Superintendent/ QCM/ SSHO shall meet the minimum requirements as stated in the EM385-1-1. Duties shall include, but are not limited to, maintaining project status and communication with Government personnel, weekly progress reports including a weekly look ahead report. Coordination with the COR is critical for outages and equipment delivery. All personnel on site are required to have a photo ID on persons. The Government reserves the right to remove or reject personnel who do not meet qualifications or security requirements.

a. Superintendent is to direct the day-to-day operations on the construction site and control the short-term schedule as well as subcontractor coordination responsibilities.

b. Site Safety and Health Officer (SSHO) oversees inspecting site conditions to determine if hazards are present and has the authority to establish procedures and policies to overcome those hazardous situations.

c. Quality Control Manager (QCM) is responsible for managing and performing the daily QC responsibilities of the project to ensure the project is constructed in accordance with the established minimum standards. If minimal standards are not being met, the QCM has the authority to implement changes to achieve those standards.

1.9.2.3 Submit a clearly defined proposed procedures for quality control, product sampling and testing as part of the plan.

1.9.2.4 Proposed methods for product performance controls, including method and frequency of product sampling and testing both in raw material form and cured product form. All costs associated with the testing laboratory work for quality assurance and quality control, as well as rework required to meet project requirements, shall be paid for by the Contractor. No separate payment will be made for this work. It will be considered incidental to the work in which the material is utilized.

1.9.2.5 A scheduled performance and product test result review with the COR at a regularly scheduled progress meeting.

1.9.2.6 Inspection Forms and guidelines for quality control inspections in accordance with the standards specified in this Contract and submitted with the QCP.

1.9.2.7 Outline specific repair or replacement procedures for potential defects that occur within the installed system,

following repair or replacement procedures that are compatible with the system being used. Submit Repair or Replacement Procedures that must adhere to the product manufacturer's written specifications for repair or replacement.

1.9.2.8 Key personnel phone numbers including e-mails and all other staff shall be included within the QCP.

### 1.9.3 Contractor Experience and Qualifications:

A statement letter of the Contractor's experience on company letterhead.

The lead personnel including the project manager, and the foreman shall each have a minimum of three (3) years of experience and have demonstrated competency to perform within the specifications contained in this contract. The name and experience of each lead individual performing work on this contract shall be submitted with the Contractor Qualifications.

### 1.9.4 Project Schedule

Prior to any work being completed the Contractor shall submit a project schedule for approval. The project schedule shall contain a chronological order of activities that progresses to project completion. Each activity shall have a duration with a proposed start and end date.

### 1.9.5 Accident Prevention Plan

Contractor shall prepare a site-specific Accident Prevention Plan (APP). Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written.

### 1.9.6 Activity Hazard Analysis

An Activity Hazard Analysis must be provided prior to any construction activity. The Activity Hazard Analysis must address all foreseeable safety concerns including and not limited too; electrical safety, safety zone protection, fall protection, fire safety, personal protective equipment, signage/protective fencing and hazardous material handling.

### 1.9.7 Demolition Plan

Prepare a Demolition Plan and submit proposed demolition, and removal procedures for approval before work is started. Include in the plan procedures for removal and disposition of materials. Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government. Repair or replace damaged items as approved by the COR.

#### 1.9.7.1 Waste Diversion and Recycling Plan:

Existing Metal panels, electrical equipment, doors and windows shall be salvaged and recycled as scrap metal. Provide a salvage plan, listing materials to be salvaged, and their storage location. Store and protect salvaged materials and equipment until disposition.

### 1.9.8 Qualification of Installer

Roofing system applicator must be approved, authorized, or licensed in writing by the roof coating manufacturer and must have a minimum of 3 years' experience as an approved, authorized, or licensed applicator with that manufacturer and be approved at a level capable of providing the specified warranty.

### 1.9.9 Operation and Maintenance Data

Submit operations and maintenance data directly to the Government for the following items:

- 1.9.9.1 Safety precautions and hazards
- 1.9.9.2 Preventive maintenance plan, schedule, and procedures
- 1.9.9.3 Maintenance and repair procedures
- 1.9.9.4 Manufacturer's instructions
- 1.9.9.5 Parts identification
- 1.9.9.6 Testing equipment and special tool information
- 1.9.9.7 Manufacturer Warranty information
- 1.9.9.8 Testing and performance data

#### 1.9.10 Work Schedule

Schedule: Before the start of work, the Contractor shall coordinate for approval a schedule that includes the following as a minimum:

- 1.9.10.1 Mobilization
- 1.9.10.2 Submission of Preconstruction Submittals (Insurance, AHA, APP, QC Plan)
- 1.9.10.3 Submission of any Preconstruction Technical submittals of products furnished by the Contractor.
- 1.9.10.4 Schedule with the Cost for each Activity.
- 1.9.10.5 Walk through and inspection prior to final acceptance
- 1.9.10.6 Electrical testing results provided for each circuit.
- 1.9.10.7 Final acceptance of work

#### 1.10 Submittals

The Contractor shall provide to the Government the submittals identified within this contract and submittals that are identified as necessary to ensure performance compliance. Once submittals are received, the Government has 10 working days for review and acceptance. All submittals, except for post construction, are required prior to construction commencing.

The Government will respond to the Contractor's submittals with email, fax, or postal mail per the Contractor's requested preference to the Government. The Government's approval of submittals shall not be construed as a complete check of the contract requirements. Government approval will be an indication of a satisfactory submittal of the general method of compliance with the requirements of the contract. Government approval will not relieve the Contractor of the responsibility for contract compliance.

Government disapproved submittals shall be resubmitted by the Contractor addressing corrections and contract compliance. At the discretion of the Government, the Contractor may be directed by the Government to proceed with work in advance of the submittals; however, the Contractor shall practice due diligence and continuity with the submittal process. Each submittal shall be attached to a USACE provided form 4025 and emailed to the primary contact contained in Section 1.4. One copy of each submittal shall be provided as follows:

##### 1.10.1 Preconstruction Submittals

- 1.10.1.1 Construction Process Plan
- 1.10.1.2 Material, Delivery, Storage and Placement Plan
- 1.10.1.3 Disposal of Materials Plan
- 1.10.1.4 Quality Control Plan
- 1.10.1.5 Daily Log Format
- 1.10.1.6 Project Schedule
- 1.10.1.7 Activity Hazard Analysis
- 1.10.1.8 Accident Prevention Plan

- 1.10.1.9 Lead Based Paint Management Plan
- 1.10.1.10 Insurance
- 1.10.1.11 Schedule
- 1.10.1.12 Manufacturer Certified Installer Certificate
- 1.10.1.13 Waste Diversion and Recycling Plan

#### 1.10.2 Shop Drawings

- 1.10.2.1 Detail Drawings – Electrical System Distribution

#### 1.10.3 Material Submittals

- 1.10.3.1 Roof Coating System: primer, basecoat, topcoat with color chart
- 1.10.3.2 Sheet Metal Panel Specifications
- 1.10.3.3 Fiberglass Panel Specifications
- 1.10.3.4 Insulation Specifications
- 1.10.3.5 Meter Socket Specifications
- 1.10.3.6 Disconnect Specifications
- 1.10.3.7 Distribution Panel Specifications
- 1.10.3.8 Conductors Specifications
- 1.10.3.9 Dusk to Dawn Light Specifications
- 1.10.3.10 Fastener Specifications
- 1.10.3.11 Flashing, Accessories, and Caulking Specifications
- 1.10.3.12 Sheet Metal Recycled Content
- 1.10.3.13 Sheet Metal Panel Profile
- 1.10.3.14 Sheet metal Colors
- 1.10.3.15 Door Specifications (overhead)
- 1.10.3.16 Door Hardware Specifications
- 1.10.3.17 Framing Material Specifications
- 1.10.3.18 Window Specifications
- 1.10.3.19 Latex Paint Specifications
- 1.10.3.20 Door and Frame Specifications (entry)

#### 1.10.4 Certificates

- 1.10.4.1 Contractor's Qualifications
- 1.10.4.2 Superintendent's Qualification
- 1.10.4.3 Sheet Metal Manufacture's Qualification
- 1.10.4.4 Manufacturer's Installation Manual
- 1.10.4.5 Coating System Manufactures Certification for application over metal roofing
- 1.10.4.6 Thickness Gauge Certification
- 1.10.4.7 Waste Disposal Facility Certification

#### 1.10.5 Design Data

- 1.10.5.1 Roof Coating System Manufacturer's Descriptive and Technical Literature

#### 1.10.6 Closeout Submittals

- 1.10.6.1 Daily Reports
- 1.10.6.2 Contractor Exposure Hours
- 1.10.6.3 Photographic Documentation
- 1.10.6.4 Warranty Information
- 1.10.6.5 Certification of Blood/Lead Levels
- 1.10.6.6 Waste Manifests

1.10.7 All submittals (one copy of each) shall be sent electronically or hard copy to the following:

Primary Contact:

U.S. Army Corps of Engineers  
Missouri River Area Office  
Attn: James Campbell  
790 East HWY 224, Napoleon, MO  
Phone: (816-389-3680  
Fax: (816) 389-2199  
Email: [james.d.campbell@usace.army.mil](mailto:james.d.campbell@usace.army.mil)

U.S. Army Corps of Engineers  
Missouri River Area Office  
Attn: Kevin Pugh  
790 East HWY 224, Napoleon, MO  
Phone: (816-389-3811  
Fax: (816) 389-2199  
Email: [kevin.w.pugh@usace.army.mil](mailto:kevin.w.pugh@usace.army.mil)

1.11 Measurements and Quantities

The Contractor shall verify all measurements at the project site and shall be responsible for all dimensions, fittings, and the proper installation of all materials and equipment specified.

1.12 Permits

The Contractor shall be responsible for obtaining any required permit.

1.12.1 Hot Work Permit

The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

1.13 Safety Requirements

1.13.1 Protection from Hazards

During progress of work, the Contractor shall protect all personnel, whether Government or civilian, from any and all safety hazards caused by the construction operations.

1.13.2 Traffic Control

Work is located within an unsecured area and the Contractor should take precautions to limit the general public from entering the proximity of the construction location. Contractor shall provide all temporary signs, markers, and personnel as necessary to maintain safety in the worksite.

1.13.3 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 (2014)

EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). Select the appropriate manual. The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

2014 Version:

<https://www.usace.army.mil/Missions/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/>

1.13.4 Utilities Clearance

At least 72 hours prior to any excavation Missouri 811 or 1-800 292-8989, shall be contacted for utilities clearances.

#### 1.14 Special Requirements

1.14.1. The paint on the building contains lead; therefore, acceptable methods must be used to contain and remove the waste that is generated from chemically removing the surfaces prior to painting. The waste generated during the project that contains lead shall be handled, stored, and disposed of by the Contractor in accordance with all applicable federal, state, and local laws. The Contractor will pay all disposal fees.

1.14.2 The Contractor shall notify the Contracting Officer of their installation schedule at least 2 weeks prior to beginning the work.

1.14.3 The following is to be submitted to the Contracting Officer 1 week prior to beginning work:

Before and after "Certification of Blood/Lead Levels"- by Contractor for all workers on this project before start of work and again within 10 days after project completion.

A complete list of materials and ingredients proposed for use in this project and their purpose.

Evidence of compliance with applicable State and Local regulations for Lead Paint Abatement and Removal.

Certificates from licensed landfills as evidence for legal disposal of lead paint pollutants and contaminated debris.

#### 1.15 Security:

1.15.1 In unoccupied facilities, the Contractor shall be responsible for the security of the facility, i.e., all exterior doors shall be locked, windows closed and locked, etc.

1.15.2 The Contractor shall not be on site without prior notification to the Corps of Engineers COR or otherwise designated person(s).

1.15.3 Contractor personnel shall have valid civilian ID's and Contractor vehicles shall have a valid registration.

#### 1.16 Antiterrorism/Operation Security Requirements

##### 1.16.1

General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON)

measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

#### 1.16.2

Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening

Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

#### 1.16.3

Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

#### 1.16.4

Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

### 1.17 Applicable Publications

The publications referenced herein shall be the most recent at the time of solicitation.

### 1.18 Worksite Housekeeping

1.18.1 The Contractor shall remove all trash and disposal material from the worksite before the end of each day. The Contractor shall take all possible precautions to maintain the work site, always in a condition that will prevent damage or injury to person or property, Government or otherwise. The Contractor shall be responsible for all damages caused by the negligent acts or omissions of his employees, sub-contractors, or agents during Contract performance. Do not allow scrap/waste materials to accumulate on-site; transport immediately from the government property and legally dispose of them at the end of each working day. The Contractor will not be permitted to sell salvaged material on Government property. No persons other than the Contractor’s or sub-contractors’ employees shall be allowed to remove salvage from the site.

1.18.2 Schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, and property occupants. Excavated material will become the responsibility of the Contractor and shall be hauled off and disposed of in accordance with Federal and State Regulations.

1.18.3 Contractor is not to use the on-site dumpsters to dispose of waste materials. The site shall be left the same or in better condition prior to construction. The site shall be clean, free of any construction related materials and trash, upon completion of the work.

1.18.4 If any items are allowed to be stockpiled per the Operations Project Manager or COR, such items shall be placed in an orderly manner (i.e., dirt, rock, etc., in piles at a specified location and stackable items such as pipe, brick, lumber, etc., stacked off the ground on pallets in an orderly manner).

#### 1.19 Responsibility for Damage

##### 1.19.1 Damage to Personal Property:

The Contractor shall be solely responsible for all damage to Government and occupant personal property caused by the Contractors' personnel, subcontractors, his agents, or by the performance of his work.

##### 1.19.2 Damage by Negligence

1.19.2.1 The Contractor's attention is directed to the fact that the work to be performed is in area used by the public. It shall be the responsibility of the Contractor to provide the controls necessary to prevent any interference by the public to their operations. The Contractor shall take all necessary and reasonable precautions to secure the area against vandalism and to ensure the safety and well-being of the public until final acceptance by the Government.

1.19.2.2 Damage resulting in gas leaks, electrical outages, loss of heat during cold weather, water leaks, unsecured facilities, weather damage, or oil/hazardous waste spills shall be responded to by the Contractor within 2 hours and repaired within one workday. If the Contractor fails to comply with these requirements, the Government reserves the right to repair the damage and charge the cost to the Contractor. Contractor shall protect all areas through which they will be transporting demolition debris or construction materials. All structures, including roadways, shall be carefully protected from damage by equipment or the impact of stones or blocks. Any damaged turf, sidewalks, roads, vegetation, site amenities, etc., shall be replaced or repaired by the Contractor prior to final Contract closeout at the Contractor's expense.

#### 1.20 Disposal of Materials

All demolition materials for this project shall become property of the Contractor.

1.20.1 All other wastes generated during Contractor operations shall be disposed of by the Contractor at his/her expense.

1.20.2 Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

1.20.3 Wastes classified as hazardous wastes under the Resource Conservation and Recovery Act shall be disposed of, unless otherwise specified in this contract. No hazardous waste shall be disposed of without prior review of the disposal documents, and the approval of the COR and the Directorate of Public Works Environmental Coordinator, or his/her designated representative. The Contractor shall provide an original copy of the disposal document from the approved EPA or State permitted disposal facility for each shipment of hazardous waste generated in this project to the Administrative Contracting Officer (ACO).

1.21.4 Unified Facilities Guide Specifications (UFGS) 01572, "Construction and Demolition Waste Management," indicates the Government policy is to "use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling and reuse." The Contractor shall make all attempts to divert waste material from landfills in coordination of this guidance.

#### 1.21 Utilities

The Contractor is responsible for providing utilities for their employees. This shall include, but not limited to, electric, water, and restrooms.

#### 1.22 Pre-Construction Meeting

Prior to commencement of any work being performed, the Contractor shall participate in a pre-construction meeting with the COR and other pertinent government officials. Pre-construction meeting shall occur within 10 calendar days of contract award.

#### 1.23 Quality Control

Workmanship shall be of the highest grade in accordance with the best modern practices to conform to the specifications for the work being performed. The Contractor shall be responsible for quality control to ensure all components and workmanship meet requirements of this contract. Representatives of USACE reserves the right to inspect and witness the work, verify quality of workmanship and products used at any time, whether the work is performed in the field or at the Contractor's shop.

#### 1.24 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by USACE in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

#### 1.25 Additional Requirements

##### 1.25.1 Environmental Requirements

1.25.1.1 The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations. During construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements for environmental compliance.

1.25.1.2 If any cultural and/or human remains are inadvertently uncovered during construction, the work is to be halted until appropriate project and district personnel are notified and the remains are evaluated for National Register of Historic Places (NRHP) significance.

#### 1.25.2 Environmental Protection

Prior to the delivery of any material to the site, and before the start of any onsite construction activities, the Contractor and the Government Representative shall make a joint site survey. This survey will include a review of work constraints and resources specifically identified as environmental features requiring protection along with the condition of trees, shrubs, and grassed areas immediately adjacent to the site of work and access route(s), as applicable. The Contractor shall protect those environmental features included in this survey and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract. The Contractor will review the requirements in this Section and any notes from the joint site survey with each worker prior to them beginning work at the site.

#### 1.25.3 Environmental Assessment of Scope of Work Deviations

Any deviations, requested by the Contractor, from the drawings, plans and specifications, which may have an environmental impact, will be subject to approval by the COR and may require an extended review, processing, and approval time. The COR reserves the right to disapprove alternate methods, even if they are more cost effective, if the COR determines that the proposed alternate method will have an adverse environmental impact.

#### 1.25.4 Water Resources

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

#### 1.25.5 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. All equipment to have factory installed muffler system and comply with standard equipment decibel ratings.

#### 1.25.6 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants, and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws, and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws, and regulations.

#### 1.25.7 Previously Used Equipment

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

### 1.26 Delivery, Storage and Handling

#### 1.26.1 Delivery

Deliver materials in their original, unopened containers or wrappings with labels intact and legible. Where materials are covered by a referenced specification number, the labels must bear the specification number, type, class, and shelf-life expiration date where applicable. Deliver materials in sufficient quantity to allow continuity of work.

#### 1.26.2 Storage

Store and protect materials from damage and weather in accordance with manufacturer's printed instructions, except as specified otherwise. Keep materials clean and dry. Store and maintain adhesives, sealants, primers and other liquid materials above 60 degrees F. Utilize insulated hot boxes or other enclosed warming devices in cold weather. Mark and remove damaged materials from the site. Use pallets to support and canvas tarpaulins to completely cover materials stored outdoors. Do not use polyethylene as a covering. Locate materials temporarily stored on the roof in approved areas and distribute the load to stay within the live load limits of the roof construction. Remove unused materials from the roof at the end of each days work.

#### 1.26.3 Handling

Prevent damage to edges and ends of roll materials. Do not install damaged materials in the work. Select and operate material handling equipment so as not to damage materials or applied roofing. Do not use materials contaminated by exposure or moisture. Remove contaminated materials from the site. Adhesives may contain petroleum distillates and may be extremely flammable; prevent personnel from breathing vapors, and do not use near sparks or open flame.

#### 1.27 Conformance and Compatibility

Provide the entire roofing and flashing system in accordance with specified and indicated requirements. Work not specifically addressed and any deviation from specified requirements must be in general accordance with recommendations of the National Roofing Contractors Association (NRCA) roofing manual as well as membrane manufacturer's published recommendations and details and compatible with surrounding components and construction. Submit any deviation from specified or indicated requirements to the Contracting Officer for approval prior to installation.

#### 1.28 Warranty

Provide roof system material and workmanship warranties meeting specified requirements. Provide revision or amendment to standard membrane manufacturer warranty as required to comply with the specified requirements.

##### 1.28.1 Roof

###### 1.28.1.1 Manufacture Warranty

The Contractor shall furnish the roof coating manufacturer's 15-year no dollar limit roof system materials and installation workmanship warranty, including flashing, insulation, components, trim, and accessories necessary for a watertight roof system construction. Make warranty directly to the Government, commencing at time of Government's acceptance of the roof work. The warranty must state that:

a. If within the warranty period, the roof coating system, as installed for its intended use in the normal climatic and environmental conditions of the facility, becomes non-watertight, shows evidence of moisture intrusion within the assembly, displaces, corrodes, perforates, separates at the seams, or shows evidence of excessive weathering due to defective materials or installation workmanship, the repair or replacement of the defective and damaged materials of the roof system and correction of defective workmanship is the responsibility of the metal roof panel manufacturer. All costs associated with the repair or replacement work are the responsibility of the metal roof panel manufacturer.

b. If the manufacturer or his approved applicator fail to perform the repairs within 72 hours of notification, emergency temporary repairs performed by others does not void the warranty. The contractor shall supply a warranty card to the Contracting Officer at the completion of the project.

1.28.1.2 Installer Warranty

The Contractor shall provide a roof system installer warranty for a period of not less than 2 years, as installed, is free from defects in installation workmanship, to include the roof coating installation, flashing, insulation, accessories, attachments, and sheet metal installation integral to a complete watertight roof system assembly. The Contractor shall issue warranty directly to the Government. Correction of defective workmanship and replacement of damaged or affected materials is the responsibility of the metal roof system installer. All costs associated with the repair or replacement work are the responsibility of the installer.

1.28.1.3 Warranty Card

The Contractor shall furnish a typewritten information card for facility records and a card laminated in plastic and framed for interior display, or a photoengraved 1 mm (0.032) inch thick aluminum card for exterior display. The Contractor shall make a card 8 1/2 by 11 inches minimum. Information card must identify facility name and number; location; contract number; approximate roof area; detailed roof system description, including deck type, roof panel manufacturer and product name, type underlayment(s), date of completion; installing contractor identification and contact information; manufacturer warranty expiration, warranty reference number, and contact information. Install card at location as directed by the Contracting Officer and provide a paper copy to the Contracting Officer.

1.29 Time Extensions for Unusually Severe Weather

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with:

a. This provision specifies the procedure for section (d) of the CONTRACT CLAUSE 52.249-10 titled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(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.

(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.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities for the duration of the project.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON (5) DAY WORK WEEK \*

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
Columbia Missouri	11	6	5	6	6	4	4	4	5	4	5	7

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the duration of the contract, the Contractor shall 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 path activities for 50 percent or more of the Contractor's scheduled workday.

d. Within ten days of the following month, the Contractor shall provide in writing a list of their proposed dates of the actual adverse weather delay days for each month. 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 and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)". After the original contract completion date has passed, adverse weather that causes delay to the completion of the project will be granted day-for-day without deducting anticipated adverse weather delay days and will be converted from workdays to calendar days.

\* Monthly anticipated weather delay days shall be adjusted proportionally if work is scheduled to be performed in a work week with greater than or less than a five-day work week. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = A multiplied by (B divided by C); where A = The monthly anticipated adverse weather delay for a particular month based on a five-day work week. B = The actual average number of days work is scheduled to be performed in a work week during that particular month. C = The number five (5) e.g., If the monthly anticipated adverse weather delay for January based on a five day work week is 10 days, but the Contractor actually scheduled an average of a six-day work week for that month, the monthly anticipated weather delay would be adjusted by applying the above formula as follows:  $10 \times (6/5) = 12$  days.

\* Monthly anticipated weather delay days shall also be adjusted proportionally for those situations involving a fractional part of a month. Some examples are the month Notice to Proceed is acknowledged and the month of the original contract completion date. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = D multiplied by (E divided by F); where

D = The monthly anticipated adverse weather delay for a particular month.

E = The number of calendar days during that fractional part of a particular month.

F = The number of calendar days in that particular month. e.g., The monthly anticipated adverse weather delay for the particular month is 9 days. The original contract completion date is on the twentieth (20th) day of a thirty (30) day month. The monthly anticipated adverse weather delay would be adjusted by applying the above formula as follows:  $9 \times (20/30) = 6$  days.

## 2. MATERIALS

### 2.1 Fluid-Applied Membrane

- a. Membrane material must conform to ASTM C836/C836M
- b. Color will be selected from the standard list of manufacture options for gray, light gray, light brown, tan, or ivory.

#### 2.1.1 Primer

As recommended by the fluid-applied membrane manufacturer.

#### 2.1.2 Seam Tape, Sealants and Accessories

As recommended by the fluid-applied membrane manufacturer.

### 2.2 Fiberglass Skylight Panels

- a. ASTM D3841, Glass Fiber Reinforced Polyester Plastic Panels.
- b. 12oz/sq ft, translucent white or clear with matte finish

#### 2.2.1 Fasteners

As recommended by the steel sheet and fiberglass panel manufacturer.

### 2.3 Steel Sheet Panels

Roll-form steel sheet roof panels 26 gauge.

Provide Steel panels with a minimum recycled content of 30 percent. Provide data indicating percentage of recycled content for steel roof panels.

Material must be plumb and true, and within the tolerances listed:

- a. Galvanized steel sheet conforming to ASTM A653 and AISI SG03-3.
- b. Aluminum-Zinc alloy coated steel sheet conforming to ASTM A792 and AISI SG03-3
- c. The panels shall have a factory applied finish free from defects.

#### 2.3.1 Fasteners

Provide corrosion resistant coated steel fasteners for roof panels, compatible with the sheet panel or flashing material and of the type and size recommended by the manufacturer to meet the performance requirements and design loads. Provide fasteners for accessories that are the manufacturer's standard. Provide an integral metal washer, matching the color of attached material with compressible sealing.

#### 2.3.2 Accessories

Components shall be compatible with the roof panel furnished. Flashing, trim, metal closure strips, caps and similar metal components shall not be less than the minimum thickness specified by the manufacturer. Exposed metal components shall be finished to match the panels or trim, as furnished.

#### 2.3.3 Sheet Metal Flashing and Trim

Shop fabricated items to the greatest extent possible. Obtain and verify field measurements for accurate fit prior to shop fabrication. Fabricate flashing and trim without excessive oil canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.

#### 2.3.4 Prefabricated Pipe Flashings

Pipe flashings shall provide a weather tight joint at projections through the roof, taking into account, the thermal movement of the roof and the service temperature of the projection. Pipe flashings shall have an aluminum-flanged base ring.

#### 2.3.6 Metal Closure Strips

Provide factory fabricated steel closure strips of the same gauge, color, finish and profile as the specified roof panel.

#### 2.3.7 Tape Sealants

All tape sealants shall be a pressure sensitive, 100 percent solid, sealing tape with a release paper backing. Provide permanently elastic, non-sagging, non-toxic, non-staining tape sealant approved by the manufacturer. All joint sealant that will contact the roofing system shall be approved by the manufacture.

#### 2.3.8 Joint Sealants

Sealants are to be an approved gun type for use in hand or air pressure caulking guns at temperatures above 40 degrees F (or frost-free application at temperatures above 10 degrees F) with a minimum solid content of 85 percent of the total volume. Ensure sealant dries with a tough, durable surface skin which permits it to remain soft and pliable underneath, providing a weather tight joint. No migratory staining, in conformance with to ASTM C792, is permitted on painted or unpainted metal, stone, glass, vinyl or wood.

Prime all joints to receive sealants with a compatible one-component or two-component primer as recommended by the roof panel manufacturer.

#### 2.3.9 Field Applied Sealants

Provide sealants for field-applied caulking that is an approved gun grade, non-sag one-component polysulfide or two component polyurethane with an initial maximum Shore durometer hardness of 25, conforming to ASTM C920, Type II. Color to match panel color.

### 2.4 Rigid, Cellular Polystyrene Thermal Insulation

Insulation must conform to ASTM C578

### 2.5 Electrical Materials

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship and:

- a. Have been in satisfactory commercial or industrial use for 2 years prior to offers due date including applications of equipment and materials under similar circumstances and of similar size.
- b. Have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period.

c. Where two or more items of the same class of equipment are required, provide products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

d. Products manufactured more than 3 years prior to date of delivery to site are not acceptable.

e. All products, as a minimum, meet requirements of UL, where UL standards are established for those items, and requirements of NFPA 70 for all materials, equipment, and device.

#### 2.5.1 Meter Socket

Provide UL listed meter socket approved by utility provider Evergy.

#### 2.5.2 Disconnect

Provide UL listed disconnect approved by utility provider Evergy.

#### 2.5.3 Load Centers

Provide UL listed 120/240-volt single phase, 200 amp, 30 space

Contractor shall provide upon system installation:

a. Directories: indicate load served by each circuit in panelboard.

b. Directories: indicate source of service to panelboard (e.g., Panel PA served from panel MDP)

c. Type directories and mount behind in holder with transparent protective covering on inside of panel door.

#### 2.5.4 Circuit Breakers

UL 489 thermal magnetic type having a minimum short-circuit current rating equal to the short-circuit current rating of the panelboard in which the circuit breaker will be mounted.

Breaker terminals: UL listed as suitable for type of conductor provided. Provide switch duty rated breakers sized to match existing circuits. Breakers must not require use of panel trim to secure them to the bus.

#### 2.5.5 Multipole Breakers

Provide common trip-type with single operating handle. Design breaker such that overload in one pole automatically causes all poles to open. Maintain phase sequence throughout each panel so that any two adjacent breaker poles are connected to Phases A and B respectively.

#### 2.5.6 Ground Rods

UL 467. Ground rods: cone pointed solid copper, with minimum diameter of 3/4 inch and minimum length 10 feet. Sectional ground rods are permitted.

#### 2.5.7 Conduit

##### 2.5.7.1 Rigid Nonmetallic Conduit

Ensure rigid nonmetallic conduit complies with NEMA TC 2, NEMA TC 3, and UL 651 as applicable with a wall thickness not less than Schedule 80.

### 2.5.7.2 Rigid Metallic Conduit

ANSI C80.1 , 2.2.1.2 UL 6 .

### 2.5.7.2 Electrical Metallic Tubing (EMT)

Ensure EMT is in accordance with UL 797, UL 5, and ANSI C80.3 and is zinc coated steel. Provide zinc-coated couplings and connectors that are raintight, compression type with insulated throat. Crimp, spring, or setscrew type fittings are not acceptable.

### 2.5.7.3 Flexible Metallic Conduit

Ensure flexible metallic conduit is galvanized steel and complies with UL 1 and UL 360. Ensure fittings for flexible metallic conduit are specifically designed for such conduit. Provide liquid tight flexible metallic conduit with a protective jacket of PVC extruded over a flexible interlocked galvanized steel core to protect wiring against moisture, oil, chemicals, and corrosive fumes. Ensure fittings for liquid tight flexible metallic conduit are specifically designed for such conduit.

### 2.5.8 Wires

Provide wires and cables in accordance applicable requirements of NFPA 70 and UL for type of insulation, jacket, and conductor specified or indicated. Do not use wires and cables manufactured more than 12 months prior to date of delivery to site.

#### 2.5.8.1 Conductors

Conductors must conform to all the applicable requirements of NEMA WC 57, NEMA WC 70, ANSI/NEMA WC 71/ICEA S-96-659 as applicable. Copper conductors must be annealed copper material and they may be bare, or tin-alloy- coated, if required by the type of insulation used. Intermixing of copper and aluminum conductors in the same raceway is not permitted. Conductors #6 AWG and smaller must be copper. Aluminum conductors of equivalent ampacity can be used instead of copper for #4 AWG and larger sizes.

#### 2.5.8.2 Aluminum Conductors

Provide aluminum conductors of AA-8000 series electrical grade aluminum alloy conductors. Type EC/1350 aluminum is not acceptable. If Contractor chooses to provide aluminum for conductors No. 4 AWG and larger diameter, Contractor is responsible for increasing conductor size to have same ampacity as copper size indicated; increasing conduit and pull box sizes to accommodate larger size aluminum conductors in accordance with NFPA 70; ensuring that pulling tension rating of aluminum conductor is sufficient; providing panelboards that are UL listed for use with aluminum, and so labeled; relocating equipment, modifying equipment terminations, resizing equipment; and resolving problems that are direct results of providing aluminum conductors in lieu of copper.

#### 2.5.8.3 Minimum Conductor Sizes

Minimum wire size must be No. 12 AWG for power and lighting circuits

#### 2.5.8.4 Color Coding

Provide color coding for service, feeder, branch, control, and signaling circuit conductors.

#### 2.5.8.6 Ground and Neutral Conductors

Provide color coding of ground and neutral conductors as follows:

- a. Grounding conductors: Green.

b. Neutral conductors: White.

c. Exception, where neutrals of more than one system are installed in same raceway or box, other neutrals color coding: white with a different colored (not green) stripe for each.

d. 120/240-volt, single phase: Black and red

2.5.8.7 Rated Circuit Voltages: All power wire and cable must have minimum rated circuit voltages in accordance with NEMA WC 70, ANSI/NEMA WC 71/ICEA S-96-659, or NEMA WC 74/ICEA S-93-639 as applicable. Power wire and cable for circuit voltages rated 0-600 volts must be rated not less than 600 volts.

2.5.8.8 Conductor characteristics: Conductors must conform to all the applicable requirements of NEMA WC 57, NEMA WC 70, ANSI/NEMA WC 71/ICEA S-96-659 as applicable. Copper conductors must be annealed copper material and they may be bare, or tin- or lead-alloy- coated, if required by the type of insulation used. Intermixing of copper and aluminum conductors in the same raceway is not permitted.

2.5.8.9 Insulation and Shielding Wires: in conduit, other than service entrance, must be 600-volt, Type THWN/THHN conforming to UL 83. Insulation for control wire and cable must meet the requirements of NEMA WC 57, NEMA WC 70, ANSI/NEMA WC 71/ICEA S-96-659 as applicable and must be in addition to the conductor insulation thickness required by the applicable respective NEMA publication for the insulation used. Thickness of the outer jackets and associated coverings of the assembled multiple-conductor cables must be as required by NEMA WC 57, NEMA WC 70, ANSI/NEMA WC 71/ICEA S-96-659, or NEMA WC 74/ICEA S-93-639 as applicable.

#### 2.5.8.10 Service Entrance Cables

a. Service Entrance (SE) and Underground Service Entrance (USE) Cables, UL 854.

b. Refer to Evergy Electric Service Standards

#### 2.5.9 Exterior Lighting

Provide UL listed commercial grade dusk to dawn, 5,000 lumen, photocell-controlled LED fixture and mounting arm from a nationally recognized manufacturer.

#### 2.6 Overhead Doors

Doors must comply with ANSI/DASMA 102. Metal doors to have horizontal sections hinged together which operate in a system of tracks to completely close the door opening in the closed position and make the full width and height of the door opening available for use in the open position. Provide a permanent label on the door indicating the name and address of the manufacturer. Provide doors with low headroom type designed to slide up and back into a horizontal overhead position and requiring a maximum of 10 inch of headroom for 2-inch tracks and 12 inches of headroom for 3-inch tracks. Doors operate by electric power with auxiliary hand operation.

##### 2.6.1 Insulated Sections

Insulate door sections with plastic foam or other material providing a "U" factor of 0.27 or less. Cover interior of door sections with steel sheets of not lighter than 0.4 mm thick 27 gage to completely enclose the insulating material.

##### 2.6.2 Electric Operator

Operators must be labeled and listed to the requirements of UL 325. Provide operators of the drawbar type or side mount (jack shaft) type as recommended by the manufacturer. Include operators with electric motor, machine-cut

reduction gears, steel chain and sprockets, magnetic brake, brackets, pushbutton controls, limit switches, magnetic reversing contactor, a manual chain hoist operator for emergency use, and other accessories necessary for operation. Motor shall be sufficient to produce door travel without exceeding the rated capacity.

#### 2.6.2.1 Controls

The operator controls shall have a rolling code capability and be supplied with one wired control panel, one wireless control panel (with numeric code pad) and 6 wireless remote openers.

#### 2.6.2.2 Entrapment Protection Device

Provide entrapment protection devices for electrically operated doors in accordance with UL 325. These devices must immediately stop and reverse the door in its closing travel upon sensing an obstruction in the door opening or upon failure of the device or any component of the control system.

### 2.7 Windows

Provide fixed double pane extruded aluminum frame windows meeting ASTM 6063-T5 commercial quality

#### 2.7.1

Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.

#### 2.7.2 Glazing

Two panes of glass separated by a dehydrated airspace filled with inert gas and hermetically sealed, conforming to ASTM E2190.

### 2.8 Insulated Steel Entry Door

Provide insulated steel doors and frames in accordance with SDI/DOOR 113 at the entrance. Meet energy requirements including Solar Heat Gain Coefficient (SHGC) and U-factor of 0.36. Provide insulated steel doors with a core of polyurethane foam; face sheets, edges, and frames of galvanized steel not lighter than 23 gage, 16 gage, and 16 gage respectively; magnetic weatherstripping; nonremovable-pin hinges; thermal-break aluminum threshold; and vinyl door bottom. Provide to doors and frames a phosphate treatment, rust-inhibitive primer, and baked acrylic enamel finish. Test doors in accordance with SDI/DOOR A250.4 and meet the requirements for Level C. Prepare doors to receive specified hardware. Provide doors 1-3/4 inch thick.

#### 2.8.1 Hardware

- a. Provide in accordance with ANSI/BHMA A156.13, Series 1000, Operational Grade 1, Security Grade 2.
- b. Provide hardware compatible with and keyed to accept Government standard Schlage Primus High Security key.

### 2.9 Paint

Latex, Exterior, Water Based, White - Master Painter Institute (MPI), "Approved Products List"

### 2.10 Worker Protection

At a minimum include the following items unless covered by more stringent requirements in regulations and requirements cited above:

- a. Disposable full body (Tyvek) protective suits.
- b. Disposable booties to cover shoes.
- c. Respirators with disposable HEPA filters.
- d. Disposable caps and gloves.
- e. Goggles to protect eyes.

#### 2.10.1 Paint Removal Products

- a. Chemical Peel Method is to be used according to manufacturer's guidelines
- b. Paint Scrapers
- c. Sandpaper (Only to be used wet for final surface preparation)

#### 2.10.2 Containment Products

- a. Polyethylene (min. 6 mil) plastic sheets, and bags
- b. Industrial stapling gun.
- c. Industrial grade waterproof duct tape, or equal.
- d. Garden sprayer.
- e. High Phosphate Cleaning Mixture (1 oz. of 5% Tri Sodium Phosphate (TSP)).
- f. High-efficiency Particulate Air Filter Vacuums (HEPA vacs).
- g. Approved disposal drums.

### 3. EXECUTION

#### 3.0 Preparation for Demolition and Removal

3.0.1 Include the following measures, in addition to those called for in regulations and requirements cited above:

##### 3.0.1.1 Containment of Lead Paint Particles:

a. Exterior Work Area: Particles and debris generated by stripping of the exterior are to be caught on plastic sheeting laid at base of exterior face of walls. This plastic sheeting is to consist of two layers of six mil (minimum) polyethylene plastic, which are overlapped six inches, taped together with duct tape, and weighted down on all sides. At the face of the wall, plastic sheet is to be secured to wall with tape or other means that will not leave marks on wall.

b. Interior Work Areas: Lead paint particles are to be caught before falling on work areas by two layers of polyethylene overlapped and taped as described above, but supported on scaffolding, or some sort of framing.

##### 3.0.2 Personnel Protective Practices

a. Contractor and his personnel are to wear all required protective gear including as a minimum that listed in paragraph 2.10 above.

b. Contractor and his personnel shall remove, dispose, and double bag in six mil polyethylene plastic bags all protective clothing items at the end of each day in dressing room set aside for that purpose by the COR

c. Contractor personnel shall not eat or smoke in work area.

##### 3.0.3 Minimizing Dust Generation

Contractor's personnel must use stripping and paint removal methods that will minimize the generation of lead particle dust by:

a. Dampening painted surfaces with a fine water mist from a garden sprayer during scraping and/or hand sanding.

b. Using only manual methods; wet sanding or vacuum sanding, no sandblasting will be allowed.

c. Using heat guns is not permitted

##### 3.0.4 Disposal of Lead Particles and Debris

Clean debris and particles from surfaces as work progresses using high-efficiency particulate air filter vacuums (HEPA vacs), and wet washing with high phosphate cleaning mixture (see paragraph 2.11). By cleaning as work progresses the tracking of lead particles into non-contaminated areas and interception of particles before they fall can be accomplished.

3.1 Repairs: The Contractor shall supply all labor and materials to repair the interior and exterior of the structure.

3.1.1 The Contractor shall remove a minimum of the lower 4 feet of the metal siding (interior and exterior, including the vertical end walls and north sliding door) and inspect the structural framing of the building. Contractor will be required to provide temporary supports for plumbing and electrical during construction. The inspection will require the removal of silt from the walls and soil from the east and north side of the building to a minimum width of 3 feet to a maximum depth of 1 foot. Hand removal will be required due to limited space. Soil will be stockpiled a minimum of 10 feet from the structure. The arched framing is 6-inch steel beam structural members spaced on approximately 4-foot centers with wood framed ceiling and entry door. Vertical end walls are steel beam, channel and/or tube. Assume that at least 25% of the lower 4 feet of framing will need to be repaired or replaced. Side entry door will require complete replacement of the wood siding and trim.

3.1.2 The Contractor shall remove and replace the lower 4 feet of insulation from the south 50 feet of the building with ridged extruded polystyrene foam insulation board or closed cell spray foam insulation. Foam insulation thickness shall match the wall thickness between the inner and outer panels, approximately 6 inches.

3.1.3 Following repair of the framing and insulation, new steel panels will be installed both interior and exterior to the height of the removed section and overlapped per the manufacture's recommendations.

3.2 Skylights: The Contractor shall remove and replace the fiberglass skylight panels. The south 50 feet of the building shall have panels installed on the exterior and interior. The panels profile and coverage shall match the existing panels. The skylight panels shall be overlapped with the metal panels per the manufacture's recommendations

3.3 Electrical: The Contractor shall install a new 120/240V 1PH 200-amp service entrance for the maintenance building. The new service will include but is not limited to a pole (if required), masts, weather heads, meter, disconnect, service conductors, entrance conductors and conduit. Coordinate location with the COR and Evergy.

3.3.1 Demolition: Existing service entrance will be disconnected from the meter at the office building and removed. Buried wires and conduit may be abandoned in-place. Two Existing distribution panels conduit and conductors

shall be removed. The exterior security light shall be removed and replaced following application of the roof coating or new metal panels.

3.3.1 Installation The Contractor shall install a new 120/240V 1PH 200-amp service entrance for the maintenance building. The new service will include but is not limited to a pole (if required), masts, weather heads, meter, disconnect, service conductors, entrance conductors and conduit. Minimum mounting height of the meter and disconnect shall be 5 feet above the ground. The mast shall be sufficiently anchored to support the weight of the service if attached to the structure. The distribution panels shall be removed and replaced with a 200-amp 30 space commercial grade panel and breakers from a nationally recognized manufacturer. The new panel will be located approximately 18" higher the existing panel. All existing circuits shall be reconnected with appropriately sized breakers to match the existing circuit size and may require extending or shorting to accommodate the new location. Supply and install four 20-amp single pole, one 30-amp double pole and one 40-amp double pole breakers in addition to reconnecting the existing circuits. Install new commercial grade dusk to dawn, LED fixture and mounting arm. Installation will require a new branch circuit. Coordinate with COR for locations.

3.4 Option 1: The Contractor shall apply a commercial grade spray-on roofing membrane over the entire exterior of the structure (Arched roof, vertical end wall and side door), approximately 10,000 square feet. The coating shall be elastomeric fluid applied for use over metal roofs from a nationally recognized manufacturer. Coating shall be applied to a thickness sufficient to provide a 15-year material and workmanship warranty but not less than 25 mils of dry film thickness. All loose, flaking material shall be removed, damaged areas in the existing metal panels shall be repaired. Surface Preparation, primer, basecoat, and topcoat shall be in accordance with the manufacturer's recommendations. The skylight panels shall be coated with a clear coating compatible with the skylight material and basecoat/topcoat of the roof coating. The overhead doors and windows shall be protected from overspray and drips.

3.5 Option 2: Replace Doors and Increase Door Height. The Contractor shall replace the one exterior overhead door, one interior and one exterior sliding doors. The header for the south overhead and center sliding doors shall be raised as high as the ceiling framing and new door installation will allow. The existing header may be reused and shall be supported by new king and jack studs the full height of the opening. If not reused, the new header shall be steel beam or laminated veneer lumber of sufficient size to span the width of the door opening. Minor electrical relocation will be required. The contractor shall install three new overhead doors. The door construction may be sectional or rolling. The doors shall be sized to match the newly framed openings and existing opening for the north door. The doors shall be trimmed and finished to match the metal panels. A new commercial grade automatic door opener shall be installed on the south door. Coordinate with the COR for keypad locations.

3.6 Option3: Replace Windows. The Contractor shall remove and replace the 4 existing windows. The replacement windows shall be metal framed, double-hung, double pane and sized to match the existing opening. Security screens or bars shall be install on the exterior of the building covering each window or wired security glass may be installed in the window frame. The windows shall be trimmed and finished to match the metal panels.

3.7 Option 4: The Contractor shall paint the interior of the south 50 foot of the building with exterior grade white latex paint. All loose, flaking material shall be removed from the existing metal panels and wood framing and be prepared per the manufacture's recommendations. Paint which is not flaking or removed by manual scraping may remain and be primed over. The primer, basecoat and topcoat shall be applied per the manufacture's recommendations to a minimum dry film thickness of 1.5 mil each coat. The electrical, lighting, skylights, overhead doors, heating, water heater and windows shall be protected from overspray and drips.

3.8 Option 5: Replace Side Entry Door. The Contractor shall remove and replace the side entry door. The replacement door and frame shall be sized to match the existing opening. The door and frame shall be painted, trimmed and finished to match the metal panels. Standalone Keypad Programmable Electronic lockset with key override shall be installed and keyed to match the Government's current high security key

3.9 Option 6: The Contractor shall replace exterior metal panels and skylights with all new material.

3.9.1 The Contractor shall remove all exterior metal panels (arched roof, vertical end walls and side door).

3.9.2 Following repair of the framing and insulation, new steel panels will be installed on the entire exterior and the lower 4 feet of the interior. The interior steel panels shall be profile and coverage shall match the existing panels. The exterior panels shall be manufactured from aluminum-zinc alloy coated steel. The panel profile and coverage shall have a minimum height and width from the manufacture's standard for the profile and slope of the structure. The panels shall have sufficient length to cover the roof slope with minimal joints or seams. The panels shall have a factory applied finish free from defects after installation. Color selection for panels and trim will be from the manufacture's standard available colors. Elastomeric coating will not be required if this option is awarded.

3.9.3 The Contractor shall remove and replace the fiberglass skylight panels. The south 50 feet of the building shall have panels installed on the exterior and interior. The panels profile and coverage shall match the new panels. The skylight panels shall be overlapped with the metal panels per the manufacture's recommendations

WAGE DETERMINATIONS

"General Decision Number: MO20220044 09/02/2022

Superseded General Decision Number: MO20210044

State: Missouri

Construction Type: Building

County: Howard County in Missouri.

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

<https://sam.gov/wage-determination/MO20220044/6>