


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1605AE-23-R-00010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/09/2023	PAGE OF PAGES 1 170	

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1631-OJC-23-CDC-0052	6. PROJECT NO.
7. ISSUED BY US Department of Labor Job Corps Acquisition Services 200 Constitution Ave, NW N-4643 Washington DC 20210	CODE JCAS	8. ADDRESS OFFER TO JCASConstructionProcurement@dol.gov	
9. FOR INFORMATION CALL: 	a. NAME Barbara Eschels	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-693-4387	

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)

Project No: 3510 - HVAC and Roof Replacements Building 1-Dormitory, Building 2-Gymnasium, and Building 3-Main Building

The work consists of design-build construction for the replacement of the roofs and HVAC systems at three buildings: Building 1 (Dormitory); Building 2 (Gymnasium); and Building 3 (Main Building).

Benjamin L. Hooks Job Corp Center
1555 McAlister Dr
Memphis, TN 38116-9058

In accordance with FAR 19.502-2, this requirement is a Total Small Business Set-Aside. NAICS: 236220; Size Standard \$45.0 Mil.

Per FAR 36.204, the magnitude of construction is between \$5,000,000 and \$10,000,000.

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>807</u> calendar days after receiving <u>award</u> , <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See FAR 52.211-10.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>07/11/2023</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 P.M.</u> (hour) local time (date). If this is a sealed bid solicitation, offers will 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 <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>180</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY US Department of Labor Job Corps Acquisition Services 200 Constitution Ave, NW N-4643 Washington DC 20210	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Emily M. Giardino		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Design-Build of HVAC and Roof Replacements Building 1-Dormitory, Building 2-Gymnasium, Building 3-Main Building at Benjamin L. Hooks Job Corp Center Product/Service Code: Z2CZ				
0002	Bonding (Performance and Payment Bonds) Product/Service Code: Z2CZ				

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B.1 PRICING

B.1.1 As a firm-fixed price contract, the contract price includes all labor, materials, equipment and services necessary to accomplish the construction required by the Contract, including applicable customs duties, transportation to the site, storage, premiums for insurance and bonds required by the Contract, permits, license and inspection fees, taxes, and all other items called for by the contract or otherwise necessary for performance of the contract. The Contract Price may be adjusted only by a written Contract modification signed by the Contracting Officer (CO).

B.1.2 The contractor shall complete all work, including furnishing all labor, material, equipment and services as called for and required by the terms and conditions of this contract document and all attachments hereto. The maximum time allowable for performance has been identified in Section/Paragraph F.1, clause **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)** (Reference FAR 11.404(b)). The price is firm fixed-price and shall include all labor, materials, equipment, services, overhead, insurance, fees, profit, and all other costs.

B.2 CONTRACT PRICE - CONTRACT LINE ITEM NUMBERS (CLIN)

PROJECT TITLE: DESIGN-BUILD – HVAC and Roofs Replacements Building 1 - Dormitory, Building 2- Gymnasium, Building 3-Main Building at Benjamin L. Hooks Job Corp Center

CONTRACTOR COMPLETES CONTRACT LINE ITEM NUMBERS (CLIN):

CLIN 0001 Design-Build of HVAC and Roof Replacements Building 1-Dormitory, Building 2-Gymnasium, Building 3-Main Building at Benjamin L. Hooks Job Corp Center			
The Contractor shall provide all supervision, personnel, equipment, transportation, material, and other items and services necessary to perform the Design and Construction Services for the Replace HVAC in Gym, Dorm, and Main Bldg. at the Benjamin L. Hooks Job Corps Center.			
Construction Services	1	JOB	\$ _____

CLIN 0002 Bonding (Payment and Performance Bonds)			
These items are cost reimbursable items and will be reimbursed on a dollar per dollar basis (actual expenses) upon receipt of bonds and proof of payment to the surety.			
Bonds Reimbursement	1	Lump Sum	\$ _____

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B.3 TYPE OF CONTRACT

The resulting contract will include Contract Line Item Numbers (CLINs) that are Firm Fixed-Price, with the exception of CLIN 0002 Bonding. No additional sums will be payable on account of any escalation in the cost of materials, equipment, services, or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

B.4 COST OF MATERIALS/EQUIPMENT

The cost of any materials or equipment (to include storage, transportation, rental, insurance, maintenance, and/or disposal costs) required in conjunction with the services rendered herein shall be included in the proposed firm fixed-price.

B.5 RESERVED

B.6 DELIVERABLE – RELEASABLE COPIES – FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) permits withholding information under several exemptions, including Exemption 4 which protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential," 5 U.S.C. 552(b) (4). Within five business days of contract award, the contractor shall provide a statement that the contract is available for full disclosure under the FOIA or provide a scanned PDF of the redacted copy of the contract identifying the specific portions the contractor believes are covered by the particular exemption requested. Any redactions must be fully supported under the FOIA. In the event the Government notifies the contractor that it does not agree with a proposed redaction, the contractor shall have five business days to submit additional information to support the requested redaction. For subcontracts, within 5 business days of the contractor's award of any subcontract over \$500,000 the contractor shall provide the Government a scanned PDF copy of the subcontract with a statement that the copy is either available for full disclosure, or identifying the specific portions believed to be covered by the particular exemption requested. Redactions should be limited to those protections provided under the FOIA. Following the procedures above, the Government has the right to notify the contractor of any disagreement with proposed redaction or exemption requests.

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I. GENERAL

A. SCOPE BACKGROUND

1. The Benjamin Hooks Job Corps Center is located on a twenty-four-acre site in the City of Memphis, Tennessee. The facility is owned by the U.S. Department of Labor (Department) and is operated by Education and Training Resources.

2. This property is not classified as a historic site.

B. SCOPE INTENT

1. The work includes design-build services for the replacement of the roofs and HVAC systems at three buildings: Building 1 (Dormitory); Building 2 (Gymnasium); and Building 3 (Main Building). The extent of work is described in Parts IV & V of this scope of work (SOW).

2. The “Contractor Quick Reference Checklist”, is a required form that identifies a simplified but not all-inclusive list of issues that the Contractor needs to address as due diligence items during the design phase. The JCH-814 paragraphs shown provide an initial design reference; however, reference to other sources may be required to fully address the issue. The editable checklist can be retrieved online at

http://www.solicitationattachments.com/blhooks3510/05blhooks_dbquickref.docx.

3. “Quality Control, Testing, and Inspection Services Requirements” outlines the minimum quality control, testing, and inspection procedures and practices which are required to ensure the completed construction meets or exceeds both the contract requirements and the Government-accepted Contractor design.

II. DESIGN REQUIREMENTS/SPECIFIC INSTRUCTIONS

A. LEGALLY MANDATED STANDARDS

The Design-Build Contractor referred to as ‘the Contractor’ throughout this scope shall conform to:

1. Federal and National Codes

a. Safety and Health.....OSHA 29 CFR Part 1926.62

1) For bidding purposes, the Contractor shall assume that there is no lead paint present.

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2) If lead paint is discovered during the work the Contractor shall immediately notify the Contracting Officer (CO).

b. Disability/Accessibility as Applicable.....28 CFR Part 36

1) The design shall be in strict conformance with the Architectural Barriers Act Accessibility Standard (ABAAS) of 2015 from the General Services Administration. The Contractor shall conduct a thorough research of these guidelines and, without exception, comply to the fullest extent, including those guidelines pertaining to the visually and hearing impaired.

2) No deviations from these guidelines are allowed. However, if the Contractor, at any Design Review Submittal, demonstrates that the compliance requirements would be technically infeasible or that compliance will cause an undue burden as defined by the guidelines, the Contractor is obligated to notify the CO, in writing, for a final decision on such requirements.

3) These standards can be printed from the website at:
<http://www.wbdg.org/FFC/USAB/ABASTandards.pdf>.

c. Life Safety Code.....NFPA-101

1) The Contractor's shall adhere to the current National Fire Protection Agency requirements as they related to this project.

2) The Contractor's responsibility for safety related requirements extends to all impacted areas and access ways affected by the work.

2. National and State Building Codes

a. The Contractor shall conform to all applicable construction codes, ordinances, and regulations including the national building codes used in the local area, laws, and locally adopted ordinances. The most recent version of the IBC shall be used.

b. Deviations and interpretations shall be subject to the approval of the CO. Consider whether special requirements should be included because of the geographic location, i.e., heavy wind, or storm features for the United States Southeast Region.

3. Permits and Licenses

a. The Contractor shall research, and be responsible for obtaining, all regulatory, permitting and licensing requirements required to perform this work in Memphis, Tennessee, and in accordance

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with the latest adopted National, State and local codes and Amendments and the JCH-814, 2013 Section 1.7.

b. No drawings or specifications shall be submitted for building permits unless express notification in writing is received from the CO.

B. JOB CORPS GUIDELINES

1. Job Corps publication “JCH-814: Planning, Design, and Construction Administration Guidelines for Architects and Engineers” including Amendment 1 dated September 2015, is a companion document to this scope of work.

2. This publication will from this point forward be referenced as “JCH-814” and can be found at <http://www.solicitationattachments.com/jch814sept2013.pdf>.

3. JCH-814 presents the Contractor with additional design criteria not specifically stated in the scope of work. Where conflicts occur between the requirements of the contract and JCH 814, the requirements of the contract shall take precedence.

C. OTHER STANDARDS

1. Life Cycle Cost (LCC) Analyses

a. LCC shall be utilized as the basis for recommendations in making the selections of energy sources, systems, and equipment, and building materials. However, the design shall be consistent and in accordance with the extent of the scope of work, the budget, and the energy performance requirements.

b. At the 15% Schematic submittal, the LCC analyses for the mechanical systems and fuel shall be submitted with recommendations for review and shall be approved and revised as necessary as equipment is selected and specified. The LCC's shall be run on NIST's Building Life Cycle Cost (BLCC) and Discount software programs.

c. The BLCC program shall be run on the OMB A-94 guidelines, using the discount factor from the latest edition of OMB Circular No. A-94 under “Real Interest Rates.”

d. Upon request, the Department will furnish this software to the Contractor free of charge.

e. The BLCC software is also available on the Federal Energy Management Program website at <http://energy.gov/eere/femp/building-life-cycle-cost-programs> under the heading “BLCC 5.3(latest version)” for a Windows version.

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2. Sustainable Design and Building Requirements

- a. The Contractor shall provide materials and equipment that comply with the Green Sheet Job Corps Sustainability Guidelines.
- b. The Green Sheet guideline is available for download and reference at http://www.solicitationattachments.com/jch/green_sheet_20171205.pdf.

3. Energy Conservation

- a. All new work shall be designed in accordance with energy conservation opportunities and applicable federal directives. In response to energy conservation concerns, all proposed construction will conform to the current edition of the Model Energy Code of the State of Tennessee.
- b. All work shall be designed to meet or exceed the requirements of the Energy Policy Act of 2005 (or latest version), which includes Sections 103, 104, 109, 131, 553; Executive Orders 14057 and all other applicable federal and local codes and directives. New equipment shall be Energy Star and comply with FEMP designated products where applicable.
- c. The following energy standards will apply:
 - 1) ASHRAE 90.1-2019.
 - 2) Energy and water consuming products which are in the upper 25% of energy and water efficiency whenever practicable and cost effective.
 - 3) Meet or exceed requirements of the Energy Policy Act of 2005 (or latest version).
 - 4) New equipment shall be Energy Star compliant.
 - 5) Federal Energy Management Program (FEMP) designated products where applicable.
 - 6) Energy analyses must be per ASHRAE 90.1-2019 Appendix G or IECC 2018.

4. Asbestos-Containing Materials and PCB Fluorescent Light Ballasts.

- a. An asbestos survey of the main roof was conducted on March 11, 2021, and found no ACM within the roofing material as mentioned under IV.B.1. Architectural. A copy of the survey is available for reference and download at

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<http://www.solicitationattachments.com/blhooks3510/01bhooksasbestos.pdf>. A Hazardous Materials Inspection Main Building 3 was conducted May 10, 2022, a copy of which is available for reference and download at

<http://www.solicitationattachments.com/blhooks3510/02blhookshazmat.pdf>.

b. For bidding purposes, the Contractor shall assume that there is no asbestos-containing materials or PCB Fluorescent Light Ballasts in the locations where work is to be performed.

c. If asbestos-containing materials or PCB Fluorescent Light Ballasts are discovered during the work the Contractor shall notify the CO in writing immediately upon discovery.

5. Commissioning

a. The building HVAC Systems and Controls shall be commissioned by an experienced Commissioning Agent (CxA).

b. Commissioning standards shall be per the Building Commissioning Association's Building Commissioning Handbook, Second Edition. Building Commissioning shall be as indicated on the Building Commissioning Compliance Form.

c. The CxA may be from an independent firm hired by the Contractor or a member of a design team firm, but not a member of the design team itself. In addition, the CxA shall:

1) Provide 15% and 60% design phase reviews and comment of the existing HVAC control systems. These reviews are to be included in the design submissions.

2) Provide a commissioning plan and a commissioning report, including a commissioning schedule. Include in the schedule re-commissioning after ten (10) months.

3) Provide training and orientation of commissioned systems (using manufacturers' written or online manuals) to the appointed maintenance and operations staff, comprising the requisite knowledge to properly maintain commissioned systems for optimal performance.

4) The CxA shall record a video of this training using the manufacturer's manuals for inclusion in the Substantial Completion documentation.

5) Provide a systems operating manual for the facility maintenance staff with the information needed to understand and optimally operate the commissioned systems.

6. Existing Facility Investigative Survey

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- a. As-built documents are not available. However, a set of construction and mechanical drawings of Building 3—Main Building’s renovated Cafeteria areas and of Building 2—Gymnasium, exist and are available for download at http://www.solicitationattachments.com/blhooks3510/12blhooks_dwg_memph_prep.pdf.
- b. These drawings also show mechanical rooftop equipment throughout Building 3. Construction drawings of Building 1, Dormitory, are also available for download as noted above.
- c. The above documentation is for reference only and does not relieve the Contractor of the responsibility to conduct site visits and field verify all relevant system components and conditions.
- d. The Contractor shall perform an investigative survey to verify all existing conditions, dimensions, layouts, existing system types and conditions in and around the construction areas, and to determine if there are hidden conditions or elements which will impact the proposed design.
- e. Demolition may be required to expose suspected unknown elements. In the event of demolition being required to expose unknown elements, the Contractor shall notify the Engineering Support Contractor (ESC) Project Manager (PM) and coordinate demolition activities with the Center’s maintenance staff.
- f. The Contractor shall inform the CO immediately upon discovery of any unforeseen conditions which may affect the work.
- g. The survey will determine the extent of any hidden structural elements. The design and spacing of hidden structural elements shall be investigated.
- h. The survey will locate any hidden mechanical or electrical components, the presence of which would impact the proposed design.
- i. Any damaged or deteriorated decking or other substrate that may need to be repaired or replaced.
- j. The survey will locate and determine the adequacy and functional status of all roof drains and related accessories.
- k. Any openings in the exposed finishes created to perform the investigative survey shall be sealed and restored in all areas where there are occupants. Any opening hidden by the exposed finish, such as a drop-in ceiling, need only be sealed.

D. SPECIFIC INSTRUCTIONS

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1. Center Operation

- a. The Center will remain in operation throughout the performance period.
- b. The Contractor shall, as part of this contract, coordinate with the Department's ESC the development of a set of construction documents that will minimize disruption of Center operations during construction.
- c. Building 1 work shall be performed in Phase I of construction. Upon completion of Phase I Building 3 shall be performed under Phase II of construction. Building 2 work may start concurrent with Building 1 work and must be completed no later than the completion of Building 3 work.
- d. Sequencing and phasing of the construction work is required to allow the Center to operate in a normal fashion during construction. The Contractor shall submit a Project Phasing and Sequencing Plan of the work in coordination with the Center to minimize potential disruption to Center operations. Said Phasing and Sequencing Plans shall be submitted with the Contractor's CMP Construction Schedule as an accompanying document. The Phasing and Sequencing Plans will define the sequencing of mobilization activities, roofing work, and mechanical equipment replacement. The Phasing and Sequencing Plans must adhere to the following parameters:
 - 1) Building 1: Work hours from 8am to 4pm
 - 2) Buildings 2 and 3: Work hours from 8am to 5pm
 - 3) Extended hours and weekend work will be allowed subject to prior notification to and approval by the CO.
 - 4) For bidding purposes, a suggested HVAC Sequencing Plan for Building 3 is provided in Section VI / G herein.
 - 5) Prior to removal and replacement of any Building 2 HVAC unit the following work must be complete:
 - a) Space temperature sensors and central temperature controller installed, and all control wiring rough ins to HVAC Roof Top Unit (RTU) location as required and ready for unit connection.
 - b) All electrical service to RTU rough in complete to RTU location and ready for unit connection.

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- c) The existing ductwork and air devices served by RTUs must be cleaned ahead of new RTUs installation.
 - 6) Prior to removal and replacement of any Building 3 RTU the following work must be complete:
 - a) Space temperature sensors and central temperature controller installed, and all control wiring rough-ins to RTU location as required and ready for unit connection.
 - b) All existing ductwork and air devices served by RTUs must be cleaned ahead of new RTUs' installations.
 - c) All electrical service to RTU rough in complete to RTU location and ready for unit connection.
 - d) Removal and replacement of any Building 3 RTU must be accomplished within a 24-hour period or less and unit placed into full operation.
 - 6) Removal and replacement of any Building 1 exhaust fan must be accomplished in a single workday between the hours of 8am to 4pm. and unit placed into full operation.
2. Contractor's Responsibilities.
- a. The Contractor is responsible for the safety of all faculty, staff and students entering and exiting the building. All entrances will have covered pedestrian walkways that will substantially limit traffic flow except along the sidewalk or paved path a minimum of 25 feet from the building, full width of the sidewalk.
 - b. The Contractor's design shall meet the programmatic requirements as outlined in this scope of work and in the JCH-814.
 - c. The specified construction materials shall be of quality that is consistent with the intended use of the facility, the Center, and reflect local availability and construction skills. Newly developed materials and methods should be considered and discussed with the Department for inclusion in the project. Installers shall be certified by the manufactures of the products they install.
 - d. The Contractor shall ensure the security of operations and storage areas to preclude all breaches of security that can impact the timely and successful completion of the work, including but not limited to, vandalism and/or theft.
 - e. The Contractor shall not rely on any aspect of Center security to guard aspects of its operations.

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- f. Security during all aspects and phases of construction shall be the sole responsibility of the Contractor. The CO will not accept any requests for additional security measures that impact the contracted price.
- g. The Department shall not be in any way liable for loss, damage, theft, or failure to secure materials, tools, or equipment belonging to or used by the Contractor by contract or otherwise.
- h. The Contractor is required to restore any areas of the site damaged by construction activities to their original condition. This includes, but is not limited to, damage to the grounds and vegetation from vehicle traffic and demolition/construction activities.
- i. The Contractor shall take extra care to recover all nails and other debris from demolition of old roofing materials and/or other structures.
- j. The Contractor is required to provide twenty (20) high quality photographs in digital and paper format to document the completed facility. Submission of the requisite photo record shall follow remediation of the Substantial Completion Punch List and shall be provided as part of the Contract Closeout documents.
- k. The Contractor shall ensure manufacturers' inspection reports duly document the inspections conducted, deficiencies noted, and recommended corrective actions required to maintain warranty requirements, and verification that corrective actions are completed and accepted.
- l. The Contractor shall submit inspection reports to the Department's CO, the Department's Contracting Officer Representative (COR), and the Department's ESC Project Manager (PM) within seven (7) calendar days of the inspection.
- m. The Contractor shall notify the Department and the ESC PM in writing 14 calendar days prior to each inspection.
- n. Demolished materials once removed from the site become the sole responsibility of the Contractor to dispose of properly in accordance with all federal, state, and local laws.
- o. The Contractor is responsible for providing to the ESC PM a tabular report indicating any materials that were disposed of in a landfill, recycled or reused adaptively. Before disposing in a landfill, the Contractor shall submit a letter describing why each major component, as follows, was not able to be recycled.

1) Waste Disposed in Landfill (tons)

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2) Waste Recycled (tons)

3) Waste Reused (tons)

3. Pre-Bid Meeting

a. A Pre-Bid Meeting with the interested Contractors will be held at the Benjamin Hooks Job Corps Center. Participants may include representatives of the CO and/or the Department's ESC and the Center operator.

b. This meeting is intended to familiarize the Contractors with the objectives of the project, the programmatic requirements and other inputs and constraints stemming from Center operations.

c. The Contractor's responsibility and lines of communication will also be discussed. Project data, budget, schedule, etc., will be further defined or clarified, if necessary.

d. The Contractors are encouraged to avail of this opportunity to gather as much data as they deem necessary to aid in the preparation of a proposal to the CO. All prospective bidders are strongly encouraged to attend.

4. Submittal Requirements

a. The required submission levels are as follows; percentages are an approximate fraction of completed construction documents.

	Major Renovation
Schematic Design	15%
Progress Construction Documents	60%
Final Contract / Coordination Drawings	100%
Issued For Construction (IFC)	Final

b. All submittals shall be in accordance with JCH-814, Section 8.4. This project will require the following submittals:

1) Schematic Design (15%)

a) The Contractor shall provide a **Schematic Design (15%)** submission and a presentation within 8 weeks of receipt of the Notice to Proceed (NTP).

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b) The submission of the Schematic Design shall be followed by an onboard presentation conducted by the Contractor approximately one week after submission. The on-board presentation shall be held at the Benjamin Hooks Job Corps Center.

2) Progress Construction Documents (60%)

a) The Contractor shall provide a **Progress Construction Documents (60%)** submission, including all corrections and design review comment responses from the 15% submission.

b) At the 60% design submission, the design for the following shall be at a 100% design completion stage:

(1) 100% design of all mechanical, plumbing, and electrical equipment, including fire alarm tie-ins at the 60% design submission allowing long lead times to be reduced for construction and installation.

(2) 100% roofing system design.

c) Upon approval of the 60% design submission, the Contractor may proceed with, submitting the following submittals:

(1) Submission of all material and shop drawings for the work associated with the roofing system, HVAC controls, mechanical and electrical equipment and its wiring, including the fire alarm tie-ins. (2) No other work shall commence until **Issued For Construction Documents** are received and approved by the CO.

3) Final Contract Documents and Coordination Drawings (100%)

a) The Contractor shall provide a **Final Contract Documents and Coordination Drawings (100%)** submission, including all corrections and the design review comment responses from the 60% submission.

b) The 100% submission shall be based on the schedule contained in Section VII and the approved Building 3 Phasing Plan.

4) Issued For Construction (IFC) Documents

a) Two (2) weeks from receipt of approval by the CO of the Final Contract Documents and Coordination Drawings (100%), the Contractor shall submit the **Issued For Construction (IFC)** documents.

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b) The IFC submission shall include all corrections and design review comment responses from the 100% submission.

c) The Issued For Construction (IFC) submission shall be sealed and dated by the appropriate professionals.

5) Three copies of the updated “DB Contractor Quick Reference Checklist” shall be provided with each design submission. The checklist can be retrieved online at:

http://www.solicitationattachments.com/blhooks3899/19blhooks_dbquickref.docx.

5. Submittals for Review

a. The Contractor shall allow the Department a 21-calendar day review period for all submittals.

b. For the Schematic Design (15%) submission, the Contractor shall submit drawings and specifications, life cycle analyses, design calculations, and the design narrative to Submittal Exchange for DOL evaluation one week before the Schematic Design (15%) presentation.

For the remaining submissions (the 60%, 100%, and Issued For Construction—IFC— sets) the Contractor shall submit one (1) set of full-size drawings to the following address:

DOL Contracting Officer (CO)
c/o Engineering Support Contractor
2101 Wilson Boulevard, Suite 400
Arlington, VA 22201

c. The Contractor shall also mail a USB flash drive with drawings at 60%, 100%, and IFC levels directly to the Job Corps Data Center at the following address:

Job Corps Data Center (JCDC)
Attn.: Kary Daniell
4041 Bluefish Dr.
Hernando Beach, FL 34607

d. The Contractor shall also mail a USB flash drive with drawings and specifications at the 60%, 100%, and IFC levels directly to the Mississippi Job Corps Center at the following address:

Benjamin Hooks Job Corps Center
Attn: Tracy Ingram, Center Director
1555 McAlister Drive.
Memphis, Tennessee 38116

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f. In addition to the above, all design submissions and complete project documents shall also be delivered electronically through Submittal Exchange to the Department by the Contractor (See Item 8 below).

g. Two (2) sets of Finish Boards shall be included with the 60% submission to the CO.

h. The levels of detail required for each stage of the submittals are outlined in JCH-814, Section 8.4.

i. The Contractor is required to maintain the schedule per the contract and shall indicate to the CO ways and means to recover lost time due to delays.

j. No additional time will be given to the Contractor unless it is determined by the CO that the delay is legitimate and unavoidable, and that the Contractor has prudently exercised all options within its authority and ability to avert such delays.

6. Design Submittal Formats

a. Drawings shall be in both “AutoCAD” (version 2020 or later) and PDF format submitted on CD/DVD or flash/thumb drive media.

b. Specifications shall be in both MS Word and PDF format CD/DVD or flash/thumb drive media.

c. All other project documents submitted shall be in PDF format as well as native file format on flash/thumb drive media.

7. Pre-Construction Submittals: The Contractor shall, at a minimum, submit the following for approval before commencing construction:

a. Copies of all required building and applicable permits granted by Authorities Having Jurisdiction (AHJ).

b. CPM in Microsoft Project or Primavera P6, with electronic files.

c. Safety Plan.

d. Quality Plan.

e. Construction Layout/Staging Plan indicating where temporary construction facilities will be located. Items of interest include, but are not limited to, temporary construction office, material storage locations, covered walkways to protect pedestrians entering and exiting the building, and material conveyance plans including temporary roof access points to be used for the work.

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f. Installers qualifications certifying installers are approved and authorized by the roofing and HVAC Manufacturers to install the Manufacturer’s product and to obtain the required warranties covering workmanship and materials.

g. Product Data and Shop Drawing for all materials, equipment, and systems to be incorporated into the work.

h. Safety Data Sheets as applicable.

i. Building permits, as applicable.

8. Web Based Project Management System

a. During the construction phase, the Department shall provide, and requires the Contractor to use, the secure online construction management system, Submittal Exchange®, that will expedite submittal information and management exchanges between members of the A/E’s team, the GC, the ESC, the Department, and other designated project stakeholders.

b. Submittal Exchange will be provided at the Department’s expense, and the Contractor shall be required to attend a one-hour on-line training session before use.

c. The system offers an unlimited user automatic information exchange, and electronic closeout documentation for the entire project. The program service provides a comprehensive online system for exchanging, reviewing, and archiving construction communications as well as product manufacturer training for users.

d. The extent of use of Submittal Exchange shall be determined by the Department and the General Contractor during the Pre-Construction Conference. The following features of Submittal Exchange may be utilized:

- | | |
|---|------------------------------------|
| 1) Architect’s Supplemental Instructions (ASIs) | 13) Notice of Non-Compliance |
| 2) Closeout | 14) O & M Manuals |
| 3) Commissioning Documents | 15) Potential Change Orders (PCOs) |
| 4) Compliance Documents | 16) Project Data, Shop Drawing |
| 5) Construction Photos | 17) Proposal Requests (RFPs) |
| 6) Construction Submittals | 18) Requests For Change |
| 7) Construction Videos | 19) Punch Lists |
| 8) Coordination Drawings | 20) Reports |
| 9) Deficiency Notices | 21)Requests for Information (RFIs) |
| 10) Design Submittals | 22)Tests & Inspections |

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- | | |
|-------------------------------|-------------------------|
| 11) Meeting Minutes | 23) Tests & Inspections |
| 12) Monthly Executive Reports | 24) Warranties |

9. HVAC and Roof Design

- a. The Contractor shall be familiar with Memphis, TN (local) construction methods and building materials, and shall provide a design that exemplifies the optimum balance of economy, aesthetics, life safety, ease of maintenance and speed of construction.
- b. Any conceptual drawings provided in this scope of work are NOT TO SCALE. The Department does not guarantee the accuracy of the original design drawings.

10. Site Visits / Construction Administration / Observation.

- a. Site visits and construction progress meetings shall be performed in accordance with Section G. of the contract.
- b. The Contractor's construction administration services will include all duties and responsibilities as outlined in JCH 814, September 2013, Chapter 9
- c. As part of the D/B team, the Contractor's Architect/Engineer will take an active role during construction to:
 - 1) Facilitate all construction progress meetings.
 - 2) Prepare and distribute meeting minutes within three (3) days of each construction progress meeting.
 - 3) Receive, review, and respond to all shop drawing submittals and RFIs
 - 4) Prepare ASIs.
 - 5) Visit the site on bi-weekly basis.
 - 6) Provide site visit reports with observations as work progresses.
 - 7) Review all test results.
 - 8) Record and distribute deficiency notices and/or notices of non-compliance as necessary.
 - 9) Review all warranties, operations, and maintenance manuals.

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10) Develop a punch list at the conclusion of every phase.

d. A representative of the Department's ESC will visit the site at least once a month. During this visit, the Contractor's payment application will be quantified and verified.

11. As-Built Drawings

a. As-built drawings are not available. However, limited construction and mechanical drawings are available for download. Refer to Section II.C.6 Existing Facility Investigative Survey herein.

12. Pre-Design Meeting Kick-off Meeting

a. Within ten (10) days from the Notice To Proceed (NTP), the Department will conduct an introductory Pre-Design workshop at the Benjamin Hooks Job Corps Center. The Contractor's key personnel for each design discipline and construction team members are required to participate.

b. Participants in the Pre-Design workshop will also include representatives from the Department and its ESC.

c. The workshop is intended to familiarize the Contractor with the objectives of the project, the programmatic requirements and other inputs and constraints stemming from Center operations.

d. Project data, schedule, etc., will be further defined or clarified, if necessary.

e. The Contractor shall avail of this opportunity to gather as much data as it deems necessary to aid in the preparation of the Schematic Design documents.

f. The Contractor and its design consultants shall allow one (1) day to participate in the pre-design workshop.

III. USE OF THE SITE

A. SITE ACCESS

1. Access to the construction site shall be from the McAlister Drive located on the North side of the site (access to the Center maintenance area).

2. The Contractor will maintain this road during construction and repair the road as necessary prior to completion of the project.

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B. STAGING AREA

1. Unless otherwise approved by the Department, the laydown areas shall be located as shown on diagram in Section VI—SKETCHES / D. / Laydown Areas.
2. The Contractor shall restore the laydown area to its condition as found prior to start of the project.

IV. EXTENT OF WORK

A. DESIGN OBJECTIVES (ROOFING)

1. The buildings are located in a moderate seismic zone and design and construction must comply with the applicable seismic criteria. The Contractor shall provide a complete design including both plans and specifications for Roofing and HVAC replacement at the affected buildings and structures as follows:

a. Roofing (Building 1—Dormitory)

- 1) The Contractor shall remove and replace the roof insulation and the existing EPDM single ply roofing in its entirety inclusive of parapet wall membrane flashing.
- 2) At parapet locations the Contractor shall remove the existing metal parapet wall caps and damaged wooden plates. Replace all damaged wood plates with new 2 x pressure-treated lumber to match existing size and overlap the parapet metal wall caps with the new roofing membrane prior to installing a new parapet aluminum wall cap. Use roofing manufacturer's approved detailing. For bidding purposes, the Contractor shall base its bid on approximately 600 l.f. of removal and replacement of parapet wall cap and 2 x 10 wood plates. To be site verified prior to bid.
- 3) The approximate roof area to be replaced is 30,650 sq ft. For bidding purposes, the Contractor shall allow for the removal and replacement of Benjamin Hooks Job Corps Center Design-Build national project to encompass the entire roofing system down to the concrete deck. The actual area shall be site verified prior to bid.

b. Roofing (Building 2—Gymnasium)

1) Flat Roof

- (a) The Contractor shall resurface the existing EPDM single ply roofing with a white, high-reflectance silicone-based coating as described herein.

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(b) The approximate are of roof to be coated is 6,350 sq ft. The actual area shall be site-verified prior to bid.

(c) Re-flash all existing overflows on parapet wall.

(d) The Contractor shall clean and coat the inner faces of the parapet walls, as described in Sections IV. / C. / 4. / b. / 2) / (f), (g) and (h) herein.

2) Pitched Metal Roof.

(a) The Contractor shall re-coat the existing pitched metal roofing system.

(b) The approximate square footage affected is 16,200 sq ft. The actual area shall be site-verified prior to bid.

c. Roofing (Building 3—Main)

1) The Contractor shall remove and replace the roof insulation and the existing EPDM single ply roofing in its entirety. The Contractor shall adjust elevation of area drain bodies as needed to accommodate thickness of new insulation.

2) The approximate square roof area to be replaced is 73,150 sq ft. For bidding purposes, the Contractor shall allow for the removal and replacement of entire roofing system down to the metal deck. The actual area shall be site verified prior to bid.

3) The Contractor shall replace all area roof drains' grill covers with new in-kind covers. For bidding purposes, allow for replacement of twenty-eight (28) area drain covers. Actual number of area drain covers to be site-verified.

2. All new insulation installations shall consider a 4.5 psf design load and meet the State of Tennessee's adoption of the 2012 IECC, the current edition of the Model Energy Code for the State of Tennessee and ASHRAE 90.1-2019 Standard.

3. The design shall accommodate the removal and reinstallation of all incidental materials required for a complete and water-tight roofing system fully compliant with the manufacturer's warranty requirements.

4. Roof work shall be designed and installed in accordance with the National Roofing Contractors Association (NRCA).

5. The Contractor shall design a new 60 mil EPDM roofing system to include insulation to protect consequential damage to the building's interior finishes and equipment.

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6. The design shall include all details to accommodate the existing roof conditions including but not limited to:

- a. All required flashings and counter flashings.
- b. Replacement of all flashing details in exposed edges.
- c. Drip edges with water diverter, gutters, downspouts.
- d. Accessories, and terminations necessary to provide a fully watertight roofing system.
- e. Proper slope of min ¼ inch/foot towards the roof downpipes to ensure easy and quick water flow and to prevent water ponding on the roof.
- f. All code-required overflow design system components and installation.

7. The design is to include an evaluation of the existing building components and how they integrate with the intended roof systems to meet current allowable wind loads for Memphis, Tennessee.

8. The design shall comply with Executive Order 14008 "Federal Leadership in Environmental, Energy, and Economic Performance" and "Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings."

9. The work shall include all investigation and design for replacement of existing systems in order to provide fully watertight roofing systems with warranty.

B. DESIGN OBJECTIVES (HVAC)

1. The Contractor shall remove, dispose of and replace HVAC systems in kind, i.e., same make, heating and cooling capacity, total and fresh airflow capacity and weight but with higher energy efficiency with the same operating weight or less.

2. Load calculations shall be provided at the 15% design to verify that the existing HVAC capacities and distribution equipment are acceptable.

3. New equipment shall be Energy-Star and comply with Federal Energy Management Program (FEMP) designated products and easy to maintain.

4. Duct smoke detection systems shall be provided in accordance with the NFPA 90A requirements.

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5. The work shall include field verification of every unit prior to replacement, ensuring that new units are matched to existing systems, and include necessary modifications to existing electrical, controls, plumbing, ductwork, and mounting supports, as needed.
6. The HVAC and exhaust systems air flow shall be designed to provide a slightly positive building air pressure when all heating/cooling and exhaust system are on occupied mode.
7. The work shall include basic commissioning, training of Center staff and training videos of the major new completed systems.

C. SYSTEM REQUIREMENTS

1. The design, repair, demolition, and installation of Buildings 1, 2 and 3 roofing systems shall provide the following:
 - a. Removal of existing single ply EPDM membrane where applicable.
 - b. Removal of existing insulation to the metal deck or concrete slab as applicable.
 - c. Replacement of wet or damped existing insulation in-kind in Building 3.
2. For EPDM Membrane Roofing, the Contractor shall:
 - a. Remove and replace all existing flashings and counter flashings.
 - b. Prepare roofing substrates where applicable.
 - c. Provide pressure-treated roof nailers for roofing attachments.
 - d. Provide cover boards as applicable.
 - e. Provide metal roof edging and copings.
 - f. Provide walkway pads from access hatch to and around the equipment.
 - g. The Contractor shall comply with all roofing manufacturer's requirements for enforcement of specified warranty.
 - h. Provide all other roof-related items necessary for the delivery of complete weather and leak-proof roofing systems.

3. Roofing (Building 1—Dormitory)

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- a. The existing Building 1 roofing systems, totaling approximately 30,650 gross square feet (GSF), consists of a flat EPDM roofing system over a concrete roof deck installed in 1996. The roofing system is in poor condition, prone to leaks and requires full replacement.
- b. The Contractor shall demolish existing EPDM roofing completely down to the concrete deck substructure.
- c. The new roof membrane shall be designed as a fully adhered EPDM Energy Star rated 60 mil system.
- d. The Contractor shall install new polyisocyanurate tapered rigid insulation with cover board, incorporating rigid crickets to provide for positive drainage with a minimum slope of ¼" per foot, to all existing roof drains. Provide ASTM C1289, Type II, Class 3, Grade 2, felt or glass-fiber mat facers on both mat surfaces, mechanically attached and tapered. Install rigid insulation in two or more layers to achieve required thickness with joints of each succeeding layers staggered from joints of previous layers a minimum of 6 inches in each direction.
- e. The Contractor shall power-wash the stained masonry associated with leaking scuppers at exit stair cores and restore stained masonry surfaces to their original clean condition. For bidding purposes, allow for power-washing of masonry at four (4) exit stair cores, with approximately 200 sq. ft. of masonry at each stair core.
- f. The Contractor shall remove and replace in-kind four (4) existing heavy gage factory-finished aluminum scuppers and their respective rain leaders, at each of the four exit stair roofs. Color to match existing. Provide and install appropriate flashing and counter flashings to ensure positive drainage into scuppers and down the rain leader.
- g. The Contractor shall remove rust from two (2) roof access hatches and their associated safety railings, one at each of the north and south wings. Paint hatches and railings with one bottom coat of low VOC self-priming surface tolerant epoxy paint and one topcoat of low VOC acrylic polyester polyurethane paint. Topcoat shall be safety-yellow.
- h. The Contractor shall remove and dispose of one (1) abandoned imitation surveillance camera installation and its accessories, such as electrical conduit and boxes and camera stand/support. Dispose of all wiring feeding the imitation surveillance camera.
- i. The Contractor shall provide the following as required and described in Section IV / B. / 6:
 - 1) Flashings and counter flashings to the building structure as required.

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- 2) Appropriate EPDM roofing manufacturer's approved flashing to the existing mechanical equipment.
- 3) EPDM single-ply roofing system.
- 4) Tapered Insulation.
- 5) Coverboard.
- 6) Drainage System.
- 7) Roof Curbs
- 8) Walkway Pads.
- 9) Utility Supports.
- 10) Parapet Flashings.
- 11) Roof Ladders.
- 12) Incidental Repairs.
- 13) Walkway pads from roof access points to mechanical equipment.
- 14) Utility piping supports.
- 15) Flashings and counter flashings to roof structures as required. For bidding purposes, the Contractor shall allow for 1,800 linear feet (LF) of flashing/counter flashings and 200 linear feet (LF) of mechanical equipment flashings. All measurements shall be site verified.

4. Roofing (Building 2—Gymnasium)

- a. The Gymnasium (Building 2) was constructed in 1976 and is a single-level double height, tilt-up precast concrete panels structure connected to structural steel moment frames and girders.
- b. The roof comprises two sections, namely 1) a metal roof comprised of exposed fastener, low-slope gable raised seam metal roof system over steel purlins with a metal parapet attached with braces to the roof deck, and 2) a flat EPDM membrane roof.

- 1) Metal Roof

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- (a) The existing metal roofing system was installed in 1999 and consists of a raised seam metal roofing system over a steel deck totaling approximately 16,350 gsf. The original coating system on this metal panel roofing is aged and brittle, requiring replacement.
- (b) The original metal roof was coated with expanded polyurethane and coated with apparently a fluid applied hard coating in 1999. This coating is deteriorating, has numerous holes, cracks and splits at indents and has holes exposing the spray foam underneath. The existing metal roofing leaks in a number of areas and all damaged areas shall be repaired. The Contractor shall repair and re-coat the existing metal roofing.
- (c) The Contractor shall provide the following:
- (1) Replace all exposed fasteners with new fasteners.
 - (2) Re-coat the raised seam metal system with a polyurethane or silicon coating membrane roofing system. For bidding purposes, allow for re-coating of the corrugated metal deck of approximately 2,500 sq, feet.
 - (3) Remove and surface clean the existing deteriorated surface coating material. The surface shall be prepared in accordance with the material and instructions, or recommendations provided by the new roof coating material manufacturer.
 - (4) The new coating material shall be applied by the manufacturer or its certified Contractor and in the presence of the manufacturer's specialist representative.

2) EPDM Flat Roof

- (a) The existing flat roofing system at the southern end of the building, installed in 1999, totals approximately 6,350 gsf, and consists of an EPDM roofing system over a steel roof deck. The roofing system is in fair condition but requires preventative maintenance in the form of resurfacing protective coating.
- (b) Resurface entire roof system area totaling approximately 6,350 s.f. with a white, fully-adhered, high-reflectance, low-VOC silicone roof coating as described herein. Actual area to be coated shall be site verified.
- (c) Provide a safety-yellow roof walk pad system compatible with the new silicone coating as described herein.
- (d) Repair and/or replace damaged metal pan deck as needed. For repairs sandblast corroded sections to remove corrosion and apply two (2) coats of low-VOC anti-corrosion

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paint to cleaned areas. For bidding purposes, allow for approximately 320 sq. ft. to be repaired and 320 sq. ft. to be replaced.

(e) The Contractor shall replace two (2) 6 x 6 sq. ft. sections of insulation around each of two (2) existing area drains by removing saturated insulation down to the deck and replacing it in kind, then patching over and sealing with EPDM patches. Ensure appropriate drain flashings are in place before final membrane patching. Provide new area drain covers.

(f) Remove all abandoned electrical conduits and accessories along inner parapet walls.

(g) Power-wash clean the three inner faces of the existing parapet wall panels to remove loose paint, dirt, chalk and grease. Prepare surfaces for coating by wire brushing all remaining loose and peeling paint after power washing and dust all surfaces before spot priming or applying finish coats.

(h) The Contractor shall coat the inside face of the parapet wall with a compatible base coat of low-VOC acrylic primer, and two (2) topcoats of low-VOC, water-repellant, high-performance, acrylic latex surface coatings, to a minimum of 6 mils thickness.

(i) For bidding purposes, allow 1,900 sq. ft. of concrete parapet wall to be power washed, cleaned and coated.

(j) The Contractor shall re-construct the outflows from the roof's two area drains at ground level by installing compatible elbows and drain lines that extend 12" beyond the existing walkway. Remove sections of the walkway as needed, including gas line at one location, and reconstitute walkway and gas line to their original condition following installation of new outflow drains.

(k) Provide appropriately sized concrete splash blocks below each of the two extension outflow drains.

(l) Provide a cone of small gravel riprap extending 25 ft. out from each splash block down the embankment. For bidding purposes, allow 500 sq. ft. of rip rap.

5. Roofing (Building 3—Main)

a. The existing Building 3 roofing system, installed in 2003, totals approximately 73,150 gsf, and consists of a flat single layer EPDM roofing system over a steel deck. The roofing system is in poor condition, is prone to leaks, and requires replacement.

b. Interior ceiling tiles damaged due to leaks shall be replaced in kind.

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c. For bidding purposes, the Contractor shall assume the following ceiling tile and metal deck quantities:

1) Replace approximately 600 2x2 foot ceiling tiles for Kitchen and Dining Hall area, and approximately 1,400 2x2 foot of the ceiling tiles in the remainder of this Building, to be site verified prior to bid.

2) Repair and/or replace damaged metal pan deck as needed. For repairs sandblast corroded sections to remove corrosion and apply two (2) coats of low-VOC anti-corrosion paint to cleaned areas. For bidding purposes, allow for approximately 3,700 sq. ft. to be repaired and 3,700 sq. ft. to be replaced.

d. The Contractor shall provide the following as required and described in Section IV / B. / 6.

1) EPDM single-ply roofing system.

2) Tapered Insulation.

3) Coverboard.

4) Drainage System.

5) Roof Curbs.

6) Walkway Pads.

7) Utility Supports.

8) Parapet Flashings.

9) Roof Ladders.

10) Incidental Repairs

11) Walkway pads from roof access points to mechanical equipment.

12) Utility piping supports.

13) Flashings and counter flashings to roof structures as required.

e. The Contractor shall site verify all measurements, as well as types and colors.

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6. Architectural

a. Provide roofing systems and products as follows:

1) For EPDM System:

- (a) Membrane: EPDM, ASTM D4637, Type II (reinforced).
- (b) Thickness: 60 mils, nominal.
- (c) Exposed Face Color: White.
- (d) Solar Reflectance Index (SRI): Three-year-aged SRI not less than 64 or initial SRI not less than 82 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
- (e) Provide appropriate EPDM roofing manufacturers approved flashing to the existing exhaust fan hood curbs and other mechanical equipment.
- (f) Subject to compliance with requirements, provide EPDM roofing replacement product by one of the following, or approved equal:
 - (1) Carlisle Syn Tech, Inc.
 - (2) GenFlex Roofing Systems.
 - (3) Johns Manville Roofing Systems

b. Subject to compliance with requirements for roofing coating system, provide product by one of the following, or approved equal:

- (1) Buildings 2, Metal pitched roof:
 - (a) Firestone Building Products Ultra Ply.
- (2) Building 2, EPDM Flat roof:
 - (a) American WeatherStar, Envir-O-Sil System.
 - (b) Gaco, GacoFlex™ S42

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(c) Polyglass, Polybrite® 90 High Solids Silicone Roof Coating.

(d) or approved equal.

2) Tapered Insulation

(a) Install Polyisocyanurate ASTM C1289, Type II, Class 3, Grade 2, felt or glass-fiber mat facer on both major surfaces, mechanically attached and tapered to achieve a ¼" per foot slope.

(b) Install above in two or more layers to achieve required thickness and Rvalue, with joints of each succeeding layers staggered from joints of previous layers a minimum of 6 inches in each direction, or as required by manufacturer.

(c) All tapered insulation shall create a positive flow to drain locations and prevent water ponding.

(d) Subject to compliance with requirements, provide products by one of the following, or approved equal:

(1) Owens Corning

(2) Carlisle Syn Tech, Inc.

(3) The Dow Chemical Company

3) Coverboard

(a) Install fiberglass-Mat Faced Gypsum Roof Board: Roof Board Type DD, 1/2" thick, ASTM C1177, ASTM E84 or approved equal.

(b) Pattern and quantity of fasteners shall be as required to meet wind warranty.

4) Drainage System

(a) The Contractor shall replace the drain covers of existing roof area drains in-kind. For bidding purposes, allow for the following quantities of area drain covers to be replaced:

(1) Building 1: twenty-nine (29) area drain covers

(2) Building 2: two (2) area drain covers.

(3) Building 3: twenty-eight (28) area drain covers.

Actual quantity of drain covers to be replaced will be site-verified prior to bid.

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5) Roof Curbs

- (a) Reuse existing roofing curbs to the extent possible or if needed use curb adaptors. Modify or replace roof penetrations as necessary to accommodate new insulation thickness and render a like-new installation.
- (b) The finished curb height should be no less than 8 inches at any point above the finished roof surface as measured from top of roof membrane to top of curb.
- (c) Comply with local code requirements and Manufacturer Roofing Warranty requirements for minimum curb height.

6) Walkway Pads.

- (a) Walkway pads shall be provided from roof access hatches to all HVAC systems and around all equipment, area drains and overflows on the roof for a proper and easy maintenance and part replacement without walking on the roofing membrane. Provide approximately 900 feet in Building 3, 250 feet in Building 2 and 350 feet in Building 1(to be site verified).
- (b) Provide factory-formed, nonporous, heavy-duty, solid-rubber, slip resisting, surface-textured walkway pads, approximately 3/16 inch thick, and acceptable to membrane roofing system manufacturer. Size: 24 x 36 inches unless otherwise required by manufacturer.

(c) Walkway Pad Products:

- (1) Buildings 1 and 3: Provide Carlisle “Sure-Seal EPDM” Pressure-Sensitive Molded Walkway Pads or approved equal.

(2) Building 2, Flat Roof:

- (a) American WeatherStar, Silicone Walk Path 415
- (b) Gaco, GacoFlex™ SF4236 WalkPad
- (c) Armour Proof Coatings, AP-6300 Silicone Liquid Walk Pad
- (d) or approved equal.

7) Utility Supports

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(a) Supports for all roof mounted utilities shall be provided. Supports shall not be of wood but compatible with the roofing materials and shall be wind resistant with an EPDM separation sheet below all roof laid roof supports.

(b) Provide rubber-mounted supports for utility lines, such as Eaton “Dura Block” rooftop supports, or approved equal. All materials and accessories shall be approved by the system manufacturer for compatible use with its system.

8) Flashings.

(a) The Contractor shall provide appropriate EPDM roofing manufacturer’s approved flashing to the existing mechanical equipment. For bidding purposes, the Contractor shall allow 2,500 linear feet (LF) of flashing/counter flashings, and 250 linear feet (LF) of mechanical equipment flashings.

(b) All parapet walls shall be wrapped and overlapped with the roofing membrane prior to coping installation.

(c) Copings and parapet wall caps shall not have attachment penetrations on the top or at the low side of the sloped cap.

(d) When counter-flashing is used at masonry walls that are not wrapped with membrane, the counter-flashing shall be installed in a “reglet” cut into masonry.

9) Roof Ladders.

(a) Provide and install a four (4) ladder safety post-up at all existing roof hatches for securing safely accessing and exiting the existing roof.

(b) Provide and install a permanently fixed steel extension to the ladder connecting the lower roof of Main Building 3 to the Roof over the Dining Hall and Kitchen, in compliance with applicable codes.

(c) Metal ladder and its extension shall be primed and painted with 2 coats of low VOC compatible paint. Rungs shall have no-slip finish.

10) Incidental Repairs

(a) Repair any surfaces within the buildings including but not limited to walls, ceilings, and floors damaged due to the mechanical work.

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(b) Remove, properly dispose of off-site, and replace ceiling tiles as needed for access to air ducts, conduit works, wiring, etc. as needed.

7. Structural

a. The Contractor shall provide structural design criteria as indicated in JCH-814, Chapter 4.

b. The Contractor's Structural Engineer shall review the seismic risk of the design in accordance with JCH-814, Section 4.6, and applicable codes.

c. Roofing re-covering and HVAC equipment replacement with equipment and installation of similar (equal or less) weight shall meet State and local seismic building codes.

d. Roof metal decks in Building 2—Gymnasium and 3--Main Building are to be investigated for possible damages or rusting and repaired accordingly prior to roofing activities. For roof decks repairs/replacement quantities, refer to section IV / C. / 4. / b. / 2) / (d) for Building 2, and section IV / C. / 5. / c. / 2) for Building 3.

e. The Contractor's Structural Engineer shall review structural framing for capacity of loads associated with new roofing materials. With the upgraded insulation the original design snow load shall be reviewed against current snow loads if applicable.

f. The Contractor shall ensure the stability of the roof structure to carry the weight load and vibration effects of the new equipment prior to ordering and installing new units.

g. The Contractor shall ensure of the stability of the HVAC equipment and related piping flexible connectors, as may be required, under applicable seismic forces.

h. The Contractor shall provide roofing expansion joint details.

8. Mechanical

a. The Contractor shall closely follow the requirements of the JCH-814, Chapter 5 as pertains to Mechanical Design Criteria.

b. Provide all piping and rough-ins for fixtures and equipment as required.

c. Selection of the HVAC system and equipment shall be based on life cycle cost and savings, durability, and ease of maintenance.

d. The existing nonfunctional HVAC Direct Digital Controls (DDC) and wiring in Building 3 shall be abandoned in place.

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- e. For Building 2 and 3, the Contractor shall provide new controls for each rooftop unit. Provide multiple space temperature sensors (for each classroom, offices) that will transmit data to a central temperature controller, which will in turn average the combined temperature and provide cooling or heating based on the average input temperature. The location of the central temperature controller shall be coordinated with the Center's maintenance supervisor.
- f. The design shall show all selective cutting and patching required to install the mechanical equipment including but not limited to the ductwork, piping, heating/ventilation equipment shown in the mechanical section, and required repairs to these areas.
- g. All piping and rough-ins for the equipment shall be provided as required.
- h. The HVAC and exhaust systems air flow for the buildings shall be designed to provide a slightly positive building air pressure when all heating/cooling and exhaust systems are in normal (occupied) operation except Kitchen Cooking area which is to be slightly on negative pressure.
- i. The licensed Contractor shall remove and dispose offsite the old units in accordance with the EPA and ASHRAE 15 requirements and shall provide new rooftop packaged units in-kind with the same weight, capacities, return and fresh air to match the existing but with higher efficiencies.
- j. The Contractor shall select equipment which meets the latest Energy Star requirements, complies with the Federal Energy Management Program (FEMP) and uses a non-ozone-depleting refrigerant such as R-410A. The rooftop units shall function with fresh/makeup air damper and weigh equal to or less than the existing units.
- k. The Contractor shall reuse existing ductwork and provide new duct transitions and flexible connectors to match the discharge and return duct openings configuration of the new rooftop units. The new ductwork shall adhere to the Sheet Metal Air Conditioning Contractors National Association (SMACNA) for HVAC Duct Construction standard and manufacturer's installation requirements.
- l. The Contractor shall seal and weatherproof all seams and openings at the location of the newly installed rooftop equipment and duct entry by using UL-listed and approved fire rated materials.
- m. All new HVAC units shall be equipped with ECM motors and enthalpy airside economizer and relief air capability to comply with latest IECC section C403.5.
- n. All RTUs to be provided with air filter having Minimum Efficiency Reporting Value (MERV) of 13.

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- o. The Contractor shall provide new condensate pipes and p-traps meeting the exact requirements of the manufacturer and terminate at existing locations with appropriate slope.
- p. The Contractor shall base its bid on the reuse of the existing natural gas piping to maximum extent possible and modify the same to conform to provisions of the latest IFGC and manufacturer's installation requirements.
- q. The Contractor shall perform leak check on gas pipe, connections to HVAC Units, clean the pipes, and protect them with 2 layers of rust proof paint.
- r. The Contractor shall provide guards, where missing, which various components that require service and roof hatch openings are located within 10 feet of a roof edge or open side of a walking surface and where such edge or open side is located more than 30 inches above the floor, roof, or grade below.
- s. The guards shall extend not less than 30 inches beyond each end of components that require service. The top of the guard shall be located not less than 42 inches above the elevated surface adjacent to the guard.
- t. The guard shall be constructed so as to prevent the passage of a 21-inch-diameter sphere and shall comply with the loading requirements for guards specified in the International Building Code.
- u. The Contractor shall provide mechanical identification for the new equipment and services as well as system specifications (size/dimensions, weight, numbers, etc.).
- v. The work shall include field verification of every unit prior to order the new equipment and replacement, ensuring that new units match the existing system, and includes necessary modifications to existing electrical, controls, plumbing, mounting supports.
- w. The Work shall include basic commissioning and training of the Center maintenance staff on the proper operation and maintenance of new HVAC and controls systems.
- x. Training videos of the major new completed systems shall be provided on thumb drive media. A minimum of three (3) copies of the thumb drive media shall be provided along with a minimum of three (3) hard copies.
- y. Before connecting existing ductwork air distribution supply/return systems to the new HVAC systems, contractor shall clean and sanitize air ductwork mains, branches, and air devices, and ensure they are free of any debris and contamination in their entire length, by using approved methods and cleaning products in accordance with the National Air Duct Cleaners Association Inc.

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z. The Contractor shall hire an independent air testing, adjusting, and balancing (TAB) Contractor to balance the air distribution system in all new HVAC systems in all three buildings as per National Environmental Balancing Bureau (NEBB) Procedural Standards for Testing Adjusting and Balancing. Submit final TAB reports stamped and signed by an AABC or NEBB certified tester who supervised the work. Provide slightly positive building air pressure when all heating, cooling and exhaust systems are in normal (occupied) operation.

aa. The Contractor shall perform Startup and Operational tests in the presence and supervision of the unit manufacture's certified representative.

bb. Where accessible, duct seals and section joints are to be checked and sealed where leaks are found.

cc. Mechanical installations shall be in conformance with the following:

- 1) The latest version of the JCH-814
- 2) International Mechanical Code (IMC).
- 3) International Energy Conservation Code (IECC).
- 4) International Fuel Gas Code (IFGC).
- 5) American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standards, 15, 62.1, 90.1.
- 6) Refrigeration Handbook, Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) HVAC Duct Construction Standards (Metal and Flexible).
- 7) National Environmental Balancing Bureau (NEBB) Procedural Standards for Testing, Adjusting and Balancing and for Retro-Commissioning of Existing Buildings.
- 8) National Air Duct Cleaners Association Inc.
- 9) NFPA 90A & NFPA 72.
- 10) National Electric Code (NEC), NFPA and all other applicable codes for the State of Tennessee.

9. HVAC Equipment Removal, Disposal, and Replacement

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a. General - as a minimum, the Contractor shall replace HVAC units as follows:

- 1) Disconnect equipment power and controls.
- 2) Disconnect gas pipes and condensate drain piping.
- 3) Disconnect ducting and remove HVAC unit, exhaust fans and associated equipment and accessories
.
- 4) Remove existing roofing system.
- 5) Provide new HVAC units and exhaust fans.
- 6) Install new roofing system or repair existing roofing system.
- 7) Install new HVAC unit, exhaust fans and associated equipment, controls, connect related services, and commission systems.
- 8) Contractor shall coordinate with the Center and schedule a program for RTU replacement to be one at a time and to reduce the air conditioning interruption to a maximum of one or two days for each zone.

b. Building 1—Dormitory

- 1) Remove and properly dispose of 27 existing roof-mounted exhaust fans. Exhaust fan curbs to remain for reuse.
- 2) Provide and install 27 exhaust fans of equal capacities to those of existing fans. Fan capacity for Laundry Room of 1,440 CFM, Mechanical Room of 950 CFM and the rest vary between 100 and 250 cubic feet per minute (CFM) approximately. Fan sizes shall be site verified prior to bid. Reconnect all new exhaust fans to the existing building automation controls system.
- 3) Acceptable fan manufacturers are as follows:
 - (a) Greenheck.
 - (b) Twin City.
 - (c) Loren Cook.
 - (d) Or approved equal.

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4) Provide six (6) new 20A GFCI service receptacles for the roof-mounted exhaust fan equipment with new conduits and wiring. Conduit, wire sizes and length to be site verified prior to bid. Conduit system, boxes, and in-service receptacle covers shall be listed for use of wet locations. Provide within 25 feet of roof-mounted equipment and provide power from the nearest panelboard in the building.

5) Flash and seal any roof penetrations. Receptacles cannot be connected to the load side of the equipment disconnecting means.

6) Mount conduits and box so that removable panels/covers intended for servicing or access to HVAC or electrical equipment are not blocked. Support conduit using back-straps or other suitable means to prevent conduit from coming in contact with moisture.

7) Test with a GFCI circuit tester to verify correct operation and wiring.

c. Building 2—Gymnasium

1) Remove, dispose of and provide and install HVAC equipment (in-kind) and as follows:

(a) One (1) rooftop packaged unit.

(b) Three (3) old on-grade package units which need to be replaced.

(c) One (1) split heat pump.

2) The Contractor shall base its bid on the removal of existing units and provision and installation of replacement HVAC unit of the following capacities. Sizes shall be site verified:

(a) One (1) grade mounted packaged unit (RTU-1) of 30-ton cooling and 496 gas heating MBH output.

(b) One (1) roof mounted unit (RTU-2) of 20-ton cooling and 194 gas heating MBH output.

(c) One (1) grade mounted packaged unit (RTU-3) of 4-ton cooling and 60 gas heating MBH output.

(d) One (1) grade mounted packaged unit (RTU-25) of 3-ton cooling and 60 gas heating MBH output.

(e) One (1) unit of 2-ton ducted split unit heat pump (CU-1 and FCU-1). (f) Provide RTU-1 and ducted split heat pump with 7-day programmable thermostats. Install thermostat for RTU-1 in lockable box.

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3) Acceptable HVAC unit manufacturers, as follows:

- (a) York.
- (b) Trane.
- (c) Carrier.
- (d) or approved equal.

4) Remove, properly dispose of, and replace the two (2) roof-mounted exhaust fans for Men's and Women's Locker Rooms 1785 CFM and Kiln 130 CFM.

d. Building 3—Main Building.

1) Remove, dispose, and replace in-kind eighteen (18) of twenty-two (22) rooftop equipment units, RTU #s 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 and 26, and comply with ASHRAE standards.

2) RTU #s 5, 6, 19 & 24 with the wall mounted space programmable thermostat are **not** to be replaced. The curbs on these units shall be raised as needed according to roof insulation thickness, in compliance with code requirements.

3) Clean all re-used ductwork internally and disinfect it building-wide.

4) The Contractor shall base its bid on the following unit capacities. Actual unit capacities to be site verified:

- (a) Four (4) units of 2 to 5-ton cooling and 31 to 93 gas heating MBH output.
- (b) Seven (7) units of 7.5 to 10-ton cooling and 73 to 102 heating MBH output.
- (c) Six (6) units of 12.5 to 15-ton cooling and 147 to 185 heating MBH output.
- (d) One (1) unit of 25-ton cooling and 194 heating MBH output.

5) Acceptable roof-top unit (RTU) manufacturers, or approved equals, are as follows:

- (a) York.
- (b) Trane.

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(c) Carrier.

(d) or approved equal.

6) The Contractor shall provide the following miscellaneous items in Building 3:

(a) Install three (3) 24-inch by 24-inch return air vent grilles in the three student personnel offices that currently have no return air grilles.

(b) Connect the grilles through 8-inch diameter double wall flex duct to the main return air ductwork. Install a balancing damper on the return air and balance the system.

(c) Provide and install nine (9) rooftop exhaust fans in the building ventilation system and connect to the electrical power system. All rooftop exhaust fans (with exception of the main kitchen hood exhaust fans) are currently non-operational.

(d) The Contractor shall base its bid on providing and installing in-kind replacement of roof mounted exhaust fans having the following flow rate (cubic feet per minute (CFM) flow capacities, to be site verified:

(1) Two (2) exhaust fans at 150 CFM each.

(2) Five (5) exhaust fans at 420 to 770 CFM each.

(3) Two (2) exhaust fan at 1040 to 1220 CFM.

(4) One (1) exhaust fan at 10,800 CFM.

7) Acceptable exhaust fan manufacturers are as follows:

(a) Greenheck.

(b) Twin City.

(c) Loren Cook.

(d) or approved equal.

8) Provide and install exhaust ventilation in each of two janitor's closets as follows: Exhaust ventilation in the janitor closet currently used as a mechanical/electrical room. The room serves the education wing and is located in the entrance from the men's toilet room. The room houses a 30

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kVA stepdown transformer, two (2) electrical panels, and a gas water heater. A 100 cubic feet per minute (CFM) volumetric flowrate wall-mounted exhaust fan with an integral backdraft damper and 20 linear feet (LF) of 6-inch diameter fire-rated double-wall duct. Extend the duct 1.5 LF through the exterior masonry wall and provide appropriate wall cap. Energize the exhaust fan from the nearest lighting circuit to operate continuously. Provide an on/off switch for override only and 20 LF of 3 #12 in 1/2-inch electrical metallic tubing (EMT).

9) Provide and install supply air in the CDD/CTS office. Install a supply air diffuser and ductwork. Connect the diffuser through 20 feet of 8-inch diameter fire-rated double-wall flexible ductwork to the main supply air duct. Provide a balancing damper on the ductwork and balance amount of air provided.

10) Provide and install return air in the Non-Resident room. Install a return air grill and ductwork. Connect the grill through 25 feet of 8-inch diameter fire-rated double-wall flexible ductwork to the main supply air duct. Provide a balancing damper on the ductwork and balance the system.

11) Provide and install a dual-zone heat pump split system with two 12,000 BTU/HR indoor wall mounted ductless units with appropriate wall penetration line-set and condensate drains. Outdoor units shall be mounted on 4" thick concrete housekeeping pads on grade. Acceptable heat pump manufacturers are Mitsubishi, LG, Daikin or approved equal. Install one in each Carpentry Classrooms and single outdoor unit outside Building 3, best location to be evaluated on site. Select equipment which meets the latest Energy Star, complies with FEMP energy requirements and uses a nonozone-depleting refrigerant such as R-410A. Installation of the unit will require a new 208/240-volt power supply for outdoor units and 120 volts power supply for indoor units from the nearest appropriate panel with adequate capacity through a 3/4-inch electrical metallic tubing (EMT) in accordance with the manufacturer's recommendations. Provide a NEMA 3 fusible disconnect switch for outdoor unit and a NEMA 1 fusible disconnect for the indoor units. Select fuse sizes in accordance with the manufacturer's recommendations. Provide indoor wall-mounted units with integral condensate drain pump and terminate outside of the building away from the building foundation. Protect entire length of exterior insulated line-set with aluminum weatherproof jacket.

10. Electrical

a. The Contractor shall comply with JCH 814 Chapter 6 Electrical Design Criteria.

b. The Contractor shall base its bid on the use of existing electrical panels and branch circuits. The existing feeder conductors from the over current protection up to the roof penetration to the unit shall remain. The Contractor shall ensure that HVAC units are selected in-kind and are based on the available power, panels and feeder conductors. As part of the design the Contractor shall ensure that the new HVAC Units are selected in-kind and the existing circuit supplied meets the manufacturer's recommendation. The Contractor shall verify the existing disconnect, conductors

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and circuit breaker conform to the latest code requirements as well as the manufacturer's recommendations.

c. Provide each new HVAC unit with a new NEMA 3R, water and dust-resistant electrical disconnect switch, conduit and wiring between the new disconnect switch and the new packaged rooftop units, in compliance with NEC and manufacturer's installation requirements and State of Tennessee regulations.

d. Provide and install code required 20A service receptacles within 25 feet of the new Roof Top Unit. Conduit system, boxes, and in-service receptacle covers shall be listed for use of wet locations. Provide power to these receptacles from the nearest panelboard inside the building using 3#12awg in ½" EMT conduit. For bidding purpose, for receptacles located on building 1 roof, provide power from main electrical room located between wing 1 and 2. For receptacles located on building 2 roof, provide power from panelboards located on the corridors located between the Gymnasium and Locker rooms. For receptacles located on building 3 roof, provide power from electrical room located near the Cafeteria. Receptacles cannot be connected to the load side of the equipment disconnecting means.

e. Provide new wiring from the new disconnect switch to the new HVAC unit with the conductor size same as the feeder conductors from the existing panel to the roof top unit in liquid tight flexible conduit.

f. For exhaust fan replacements, the Contractor shall base their bid on reuse of the existing conduit and wiring. Reuse of conduits and wiring is premised on the assumption that they are not damaged in any way. As part of the design all the electrical panels in their existing conditions and cable sizes and circuits used to support the new exhaust fans shall be assessed by the Contractor to ensure that the service is in good condition and capable of supporting the new exhaust fan electrical loads.

g. Flash and seal any necessary roof penetration.

h. Contractor shall hire a local Fire Alarm certified Contractor familiar with the State of Tennessee regulations to review the existing Fire Alarm System and to integrate the new HVAC systems and link them to the existing Fire Alarm System to shut down the HVAC units.

i. Provide and install new duct smoke detectors for units of 2,000 CFM on the return duct and for units above 15000 CFM, provide duct mounted smoke detectors on the supply and return side. Interlock their operation with the Building Fire Alarm system in coordination with the Center and with existing Fire Alarm System to ensure HVAC System will stop in case of fire.

j. The Contractor shall verify that adequate outlets and circuits are available to power portable temporary air conditioning units. For bidding purposes, assume existing power and circuits are

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available for temporary air units. As part of the design the Contractor shall verify adequacy of electrical circuits and electrical outlets.

k. The Contractor shall be responsible for coordinating with the utilities all design aspects as may be required, and for accurately incorporating all work into the design documentation.

l. The initial contact with the utility, if needed, is to occur prior to the 60% design submission. All utility correspondence and design narratives supporting the design shall be provided and be updated at each subsequent submission for review.

11. Warranties

a. The required warranty for the membrane roofing system replacement as well as for the roof EPDM coating system shall be a 20-year manufacturer's No Dollar Limit (NDL) and a 5-year workmanship warranty.

b. The Contractor shall ensure all warranty requirements, including manufacturer's warranties are clearly identified.

c. The Contractor shall provide to the CO in an electronic spreadsheet format a compiled list of warranties to include special manufacturers' warranties.

d. The manufacturer's warranty shall, at a minimum, include the following information:

- 1) Project name, contract number, Center name, and Center address.
- 2) Contractor's name, name of contact person, and contact phone number.
- 3) Building/structure name and number (if applicable).
- 4) Warranty type (general, roof, HVAC, window, etc.) being specific about the material, equipment, or system that is under warranty.
- 5) Manufacturer/supplier's name and contact data (phone, etc.).
- 6) Roof type/material (as applicable), being specific about the equipment or system that is under warranty.
- 7) Special provisions to retain the warranty in force (inspections, preventative maintenance, etc.).
- 8) Limits and resolutions covered.

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- 9) Term of warranty.
- 10) Date of substantial completion (warranty commencement date).
- 11) Date warranty expires.
- 12) Serial numbers of equipment under warranty.

V. CONSTRUCTION REQUIREMENTS/ SPECIFIC INSTRUCTIONS

A. QUALITY REQUIREMENTS

- 1. The Contractor is responsible for all Testing and Inspection.
- 2. The Contractor will submit the names of all testing services to the CO for approval prior to any testing.
- 3. All inspections and testing shall be performed by an independent, third- party individual, firm or testing agency.
- 4. The individual, firm or testing company shall be appropriately registered in the State of Tennessee.
- 5. The Contractor shall engage only inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories “Recommended Requirements for Independent Laboratory Qualification” and that specialize in the types of inspections and tests to be performed.
- 6. The Contractor shall submit a Schedule of Tests and Inspections. The Schedule of Tests and Inspections shall be prepared in tabular form and include the following:
 - a. Specification Section number and title
 - b. Description of test and inspection
 - c. Identification of applicable standards
 - d. Identification of test and inspection methods
 - e. Number of tests and inspections required
 - f. Entity responsible for performing tests and inspections

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7. All tests and inspections shall be documented by certified written reports and test results.
8. The independent, third-party individual, firm or testing agency shall distribute copies of all testing and inspection reports to the CO, and the Contractor.
9. The Contractor shall make additional copies of all testing and inspection reports as required and distribute to all affected sub-Contractors and material suppliers.

B. TEMPORARY FACILITIES AND CONTROLS

1. General

- a. The Contractor shall pay all costs associated with the installation and removal of temporary utility service, maintenance of temporary utility installations, and usage costs.
- b. It is the Contractor's responsibility to obtain and pay for all necessary approvals and permits that may be required for the installation of the temporary utilities.
- c. The Contractor shall engage the appropriate utility company to install temporary service or connect to existing service.
- d. Where utility companies provide only part of the service, the Contractor shall provide the remainder with matching, compatible materials and equipment.
- e. The Contractor shall arrange with the utility company and existing users for the time when service can be interrupted to make connections for temporary service.
- f. The Contractor shall obtain, and pay for, all easements required to bring temporary utilities to the project site where the Department of Labor's easements cannot be used for that purpose.
- g. The Contractor shall remove each temporary service or facility when the need for its service has ended, when it has been replaced by authorized use of a permanent service or facility, or no later than the date of Substantial Completion.
- h. The Contractor shall complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary services or facilities.
- i. The Contractor shall repair all damaged work, clean all exposed surfaces, and replace construction that cannot be satisfactorily repaired.

2. Temporary Protection During Roofing Construction.

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- a. As part of the design, the Contractor will include a detailed plan identifying the temporary measures employed to keep the building dry during the course of construction.
- b. The plan should include details for temporary protection at the intersection of new and old roofing material, at roof penetrations, at roof top equipment and in locations where new flashings cannot be installed within the day's work. Protect existing membrane roofing system that is indicated not to be reroofed.
- c. Do not remove more roofing than can be put back in a given day to maintain a water-tight condition of the roof. Plan work around non-rainy days. The Contractor shall calculate average rainfall days per month per the National Weather Service for Crystal Springs, MS incorporated as a part of the overall project schedule.
- d. Do not overload the structure with point loaded roofing material placed during construction activities.
- e. Coordinate with the Center to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- f. Comply with the Center's requirements for maintaining fire watch when temporarily disabling smoke detectors.
- g. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- h. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
- i. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
- j. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding.
- k. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- l. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

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m. Notify the Center each day of extent of roof tear-off proposed for that day and obtain written authorization to proceed.

3. Sewers and Drainage

- a. Sanitary sewers are not available. The Contractor shall, if required, provide temporary connections to field offices to remove effluent that cannot be discharged lawfully.
- b. The Contractor shall provide containers to remove and dispose of effluent off-site in a lawful manner.
- c. The Contractor shall filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog the storm sewers or pollute waterways before discharge.
- d. The Contractor shall connect temporary sanitary sewers to the private system as directed by the local sewer department officials.
- e. The Contractor shall maintain temporary sanitary sewers and storm water discharge facilities in a clean, sanitary condition.
- f. The Contractor shall provide temporary toilets and drinking water fixtures. The number of temporary toilets and drinking water fixtures shall comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities.

4. Electrical Power and Water Service

- a. The use of the Center's existing electrical and water service will be permitted, contingent on the utilities being metered and maintained in an acceptable condition, and that sufficient capacity in the system is available.
- b. The Contractor shall return all electrical and water services to their pre-work (serviceable) condition upon completion of the work.

C. ADHERENCE TO SCOPE OF WORK

- 1. Although this SOW may identify specific elements of construction, it is the Contractor's responsibility to provide a complete design that includes all incidental elements required to provide a complete and fully functional facility.
- 2. It is not intended for other deficiencies not related to the work identified in Section IV of this scope, to be corrected.
- 3. The Contractor shall limit its efforts only to the work identified in this scope of work.

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D. INCIDENTAL CUTTING AND PATCHING

1. The Contractor shall be responsible for all cutting and patching incidental to the work described herein.
2. The Contractor shall be responsible for identifying the location of existing utilities and for avoiding damage to same in the completion of this work.
3. The Contractor shall promptly repair/replace any damage to structures, elements, utilities, finishes, etc., occurring due to construction, the cost of which shall be borne by the Contractor.

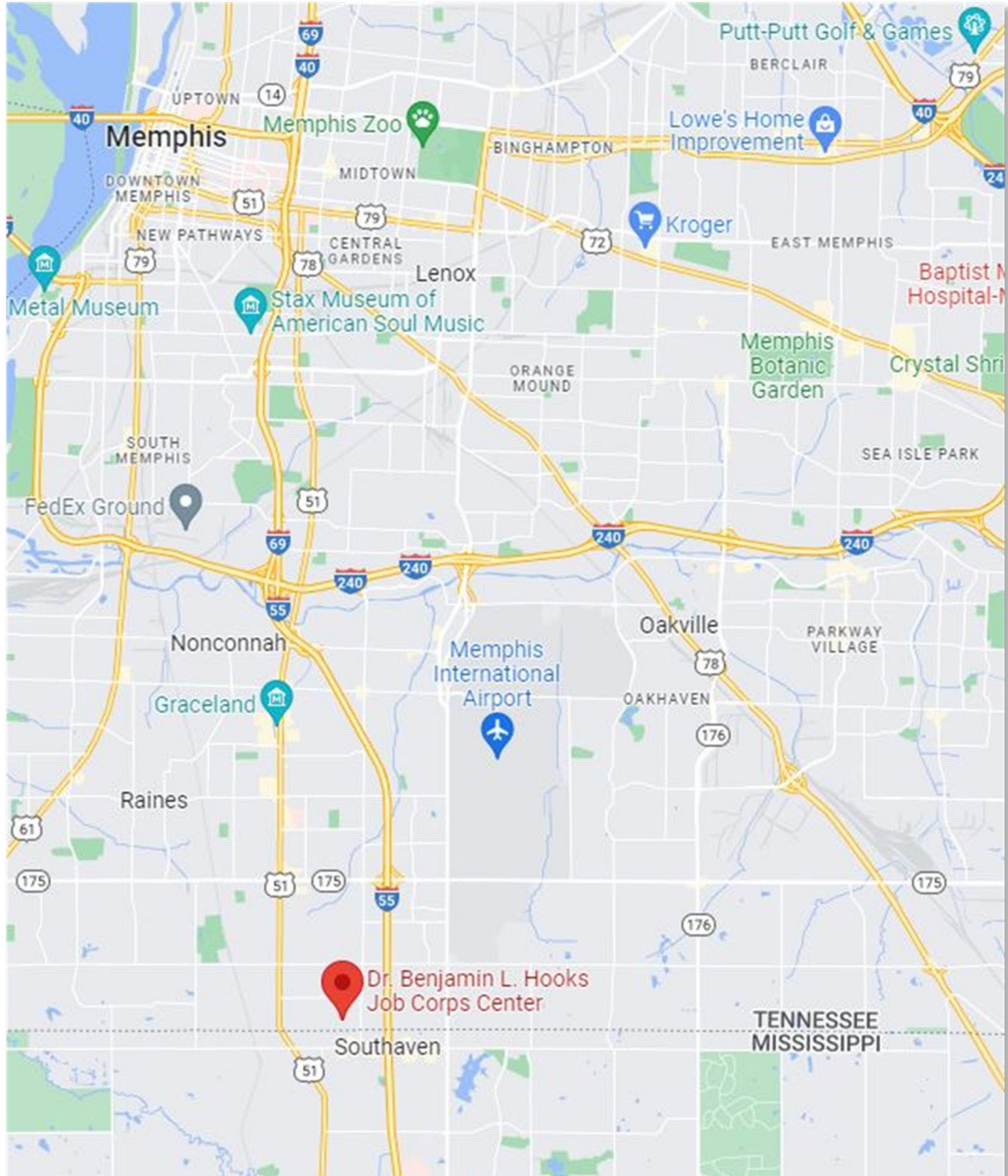
E. COORDINATION OF WORK

1. Existing Utilities: The Contractor shall not interrupt any utilities serving the facilities occupied by the Center or Department unless authorized by the Center in writing.
2. The Contractor shall notify the Center Director, or delegated representative, in writing, not less than four (4) calendar days in advance of proposed utility interruptions.
3. When the Contractor has received written authorization from the Center Director, no interruptions shall occur unless the Contractor has arranged to provide temporary utility services to maintain facility function during the interruption.

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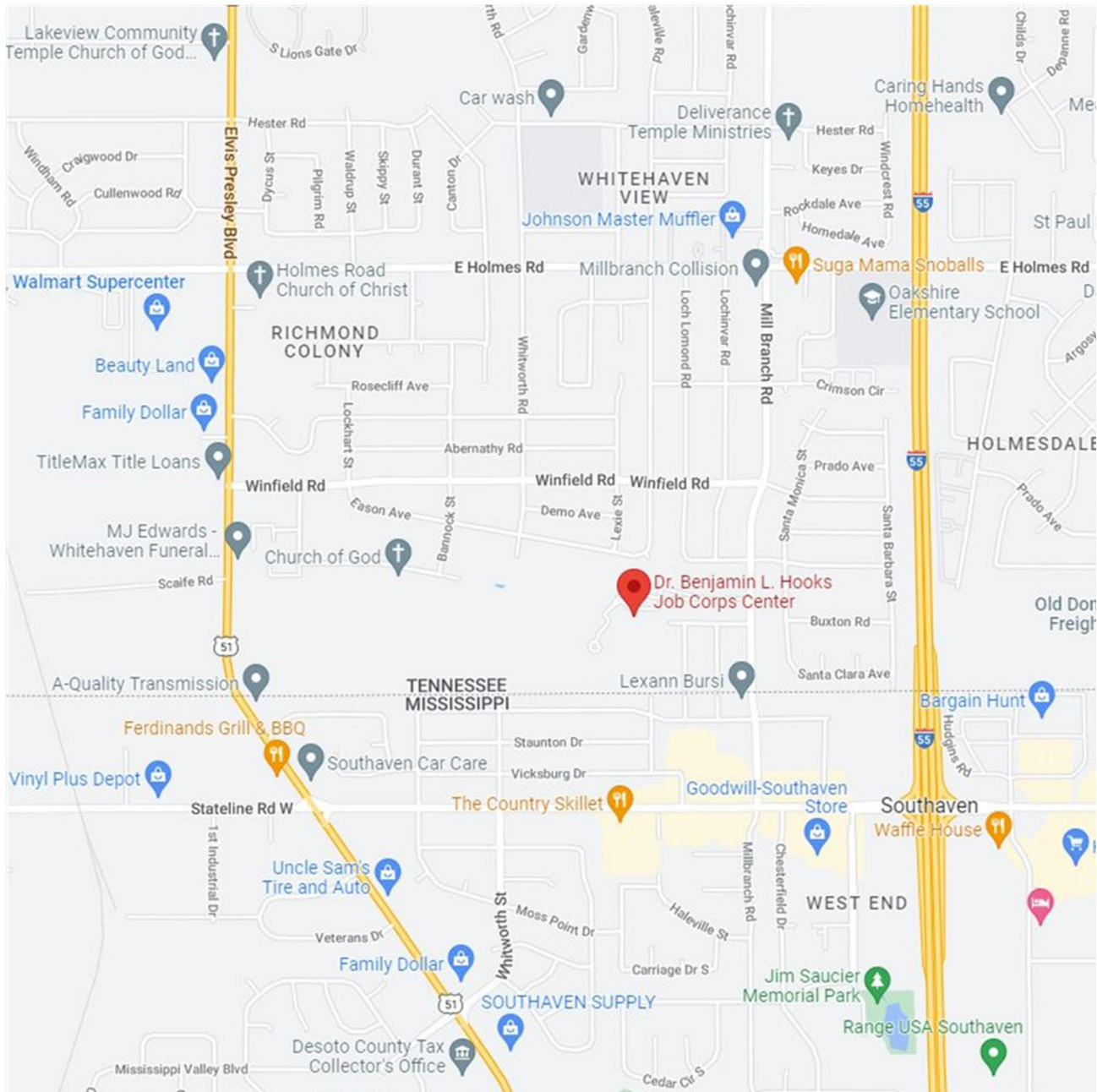
VI. SKETCHES

A. LOCATION MAP



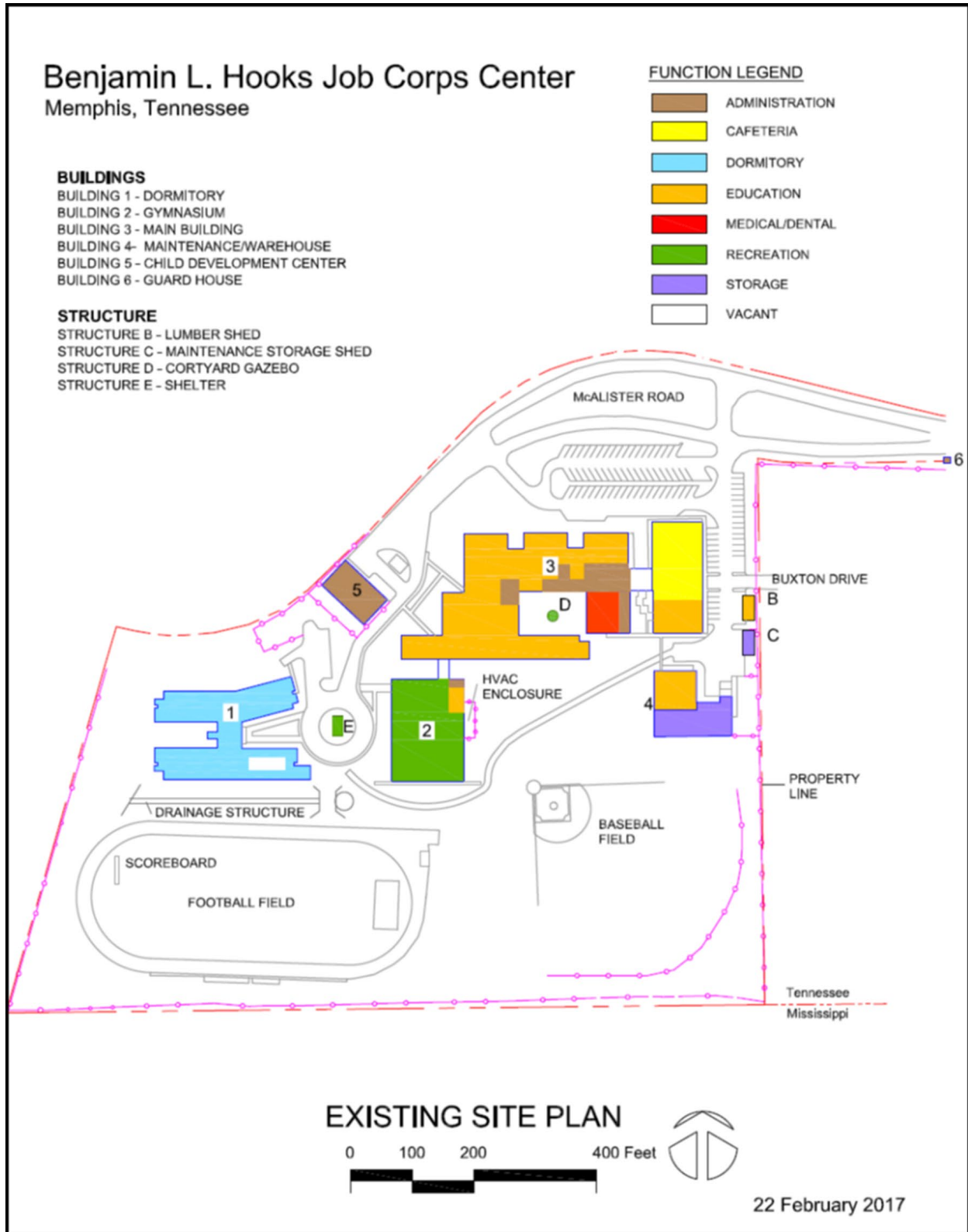
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B. VICINITY MAP



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C. SITE PLAN



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D. LAYDOWN AREAS

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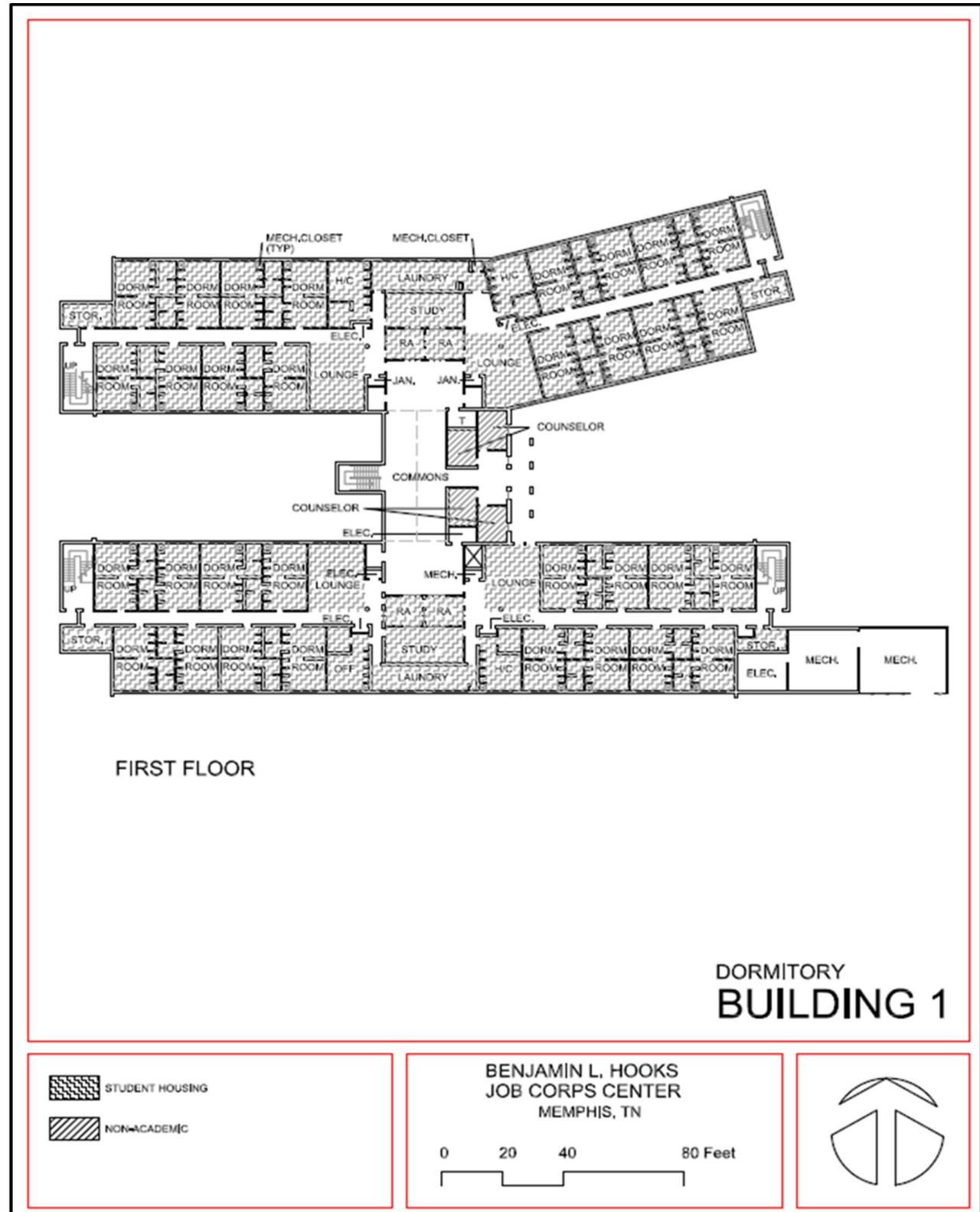


LEGEND:

 Laydown Areas (subject to coordination with the Center)

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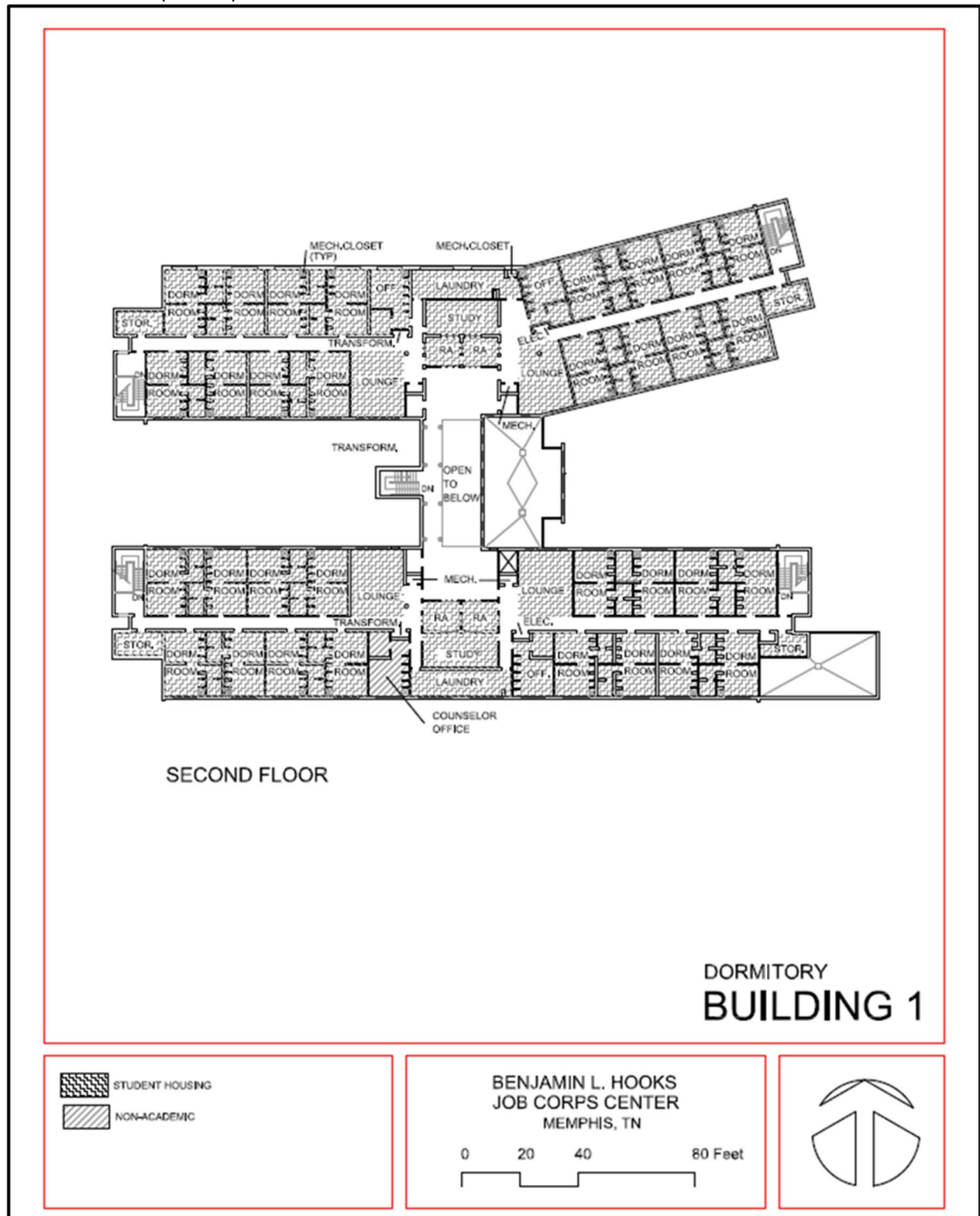
E. FLOOR PLANS



BUILDING 1 - FIRST FLOOR

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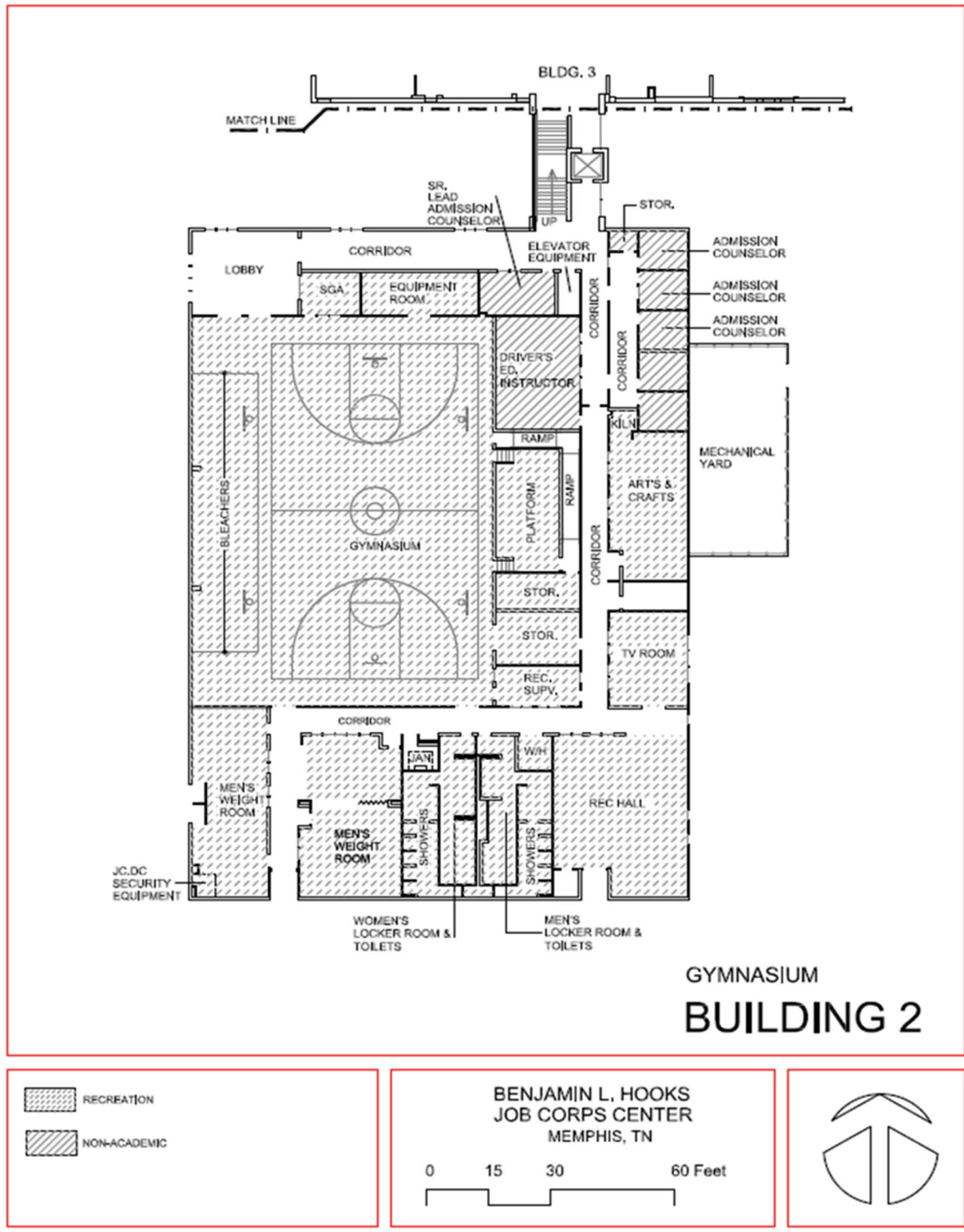
E. FLOOR PLANS (cont'd.)



BUILDING 1 - SECOND FLOOR

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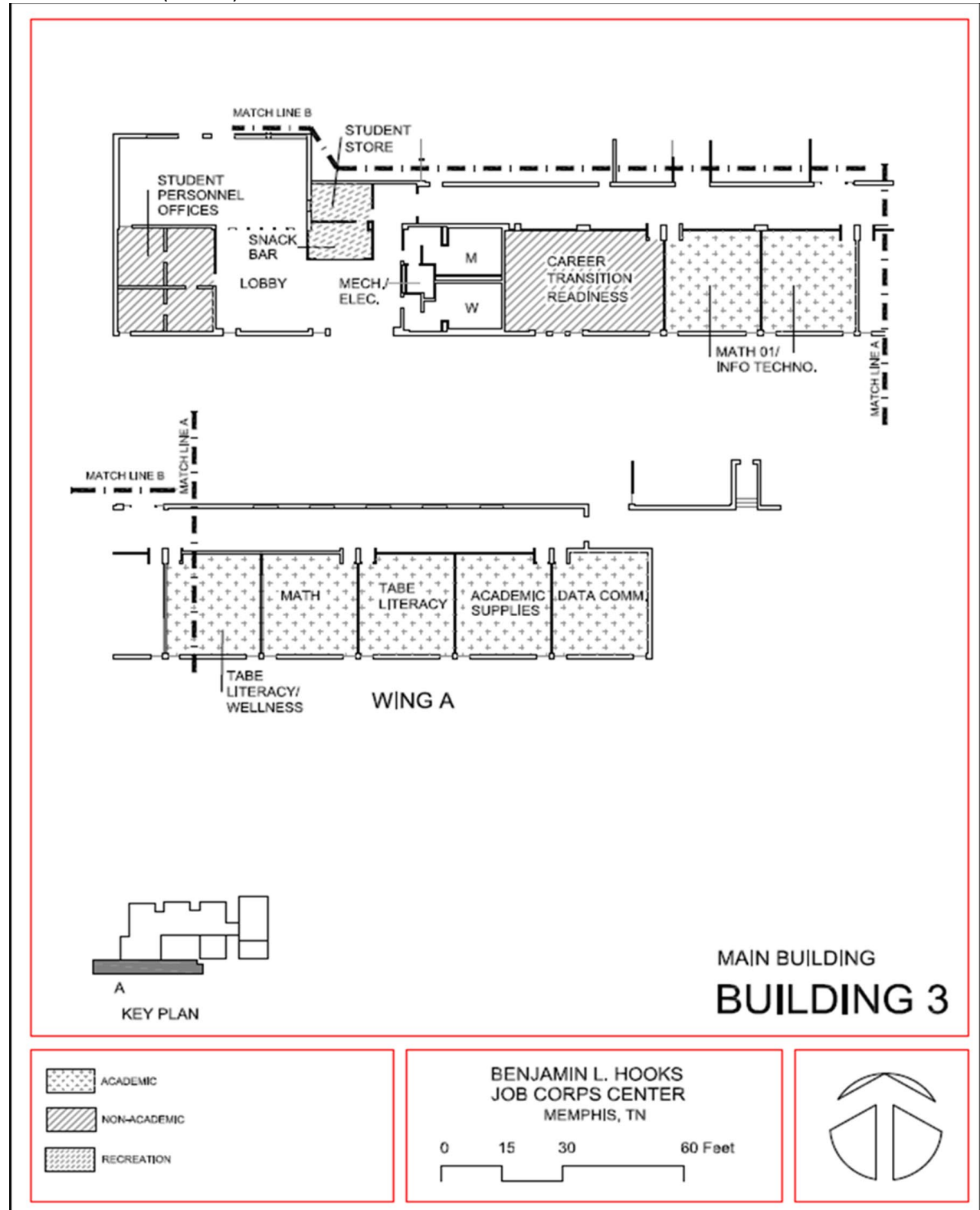
E. FLOOR PLANS (cont'd.)



BUILDING 2 – GYMNASIUM

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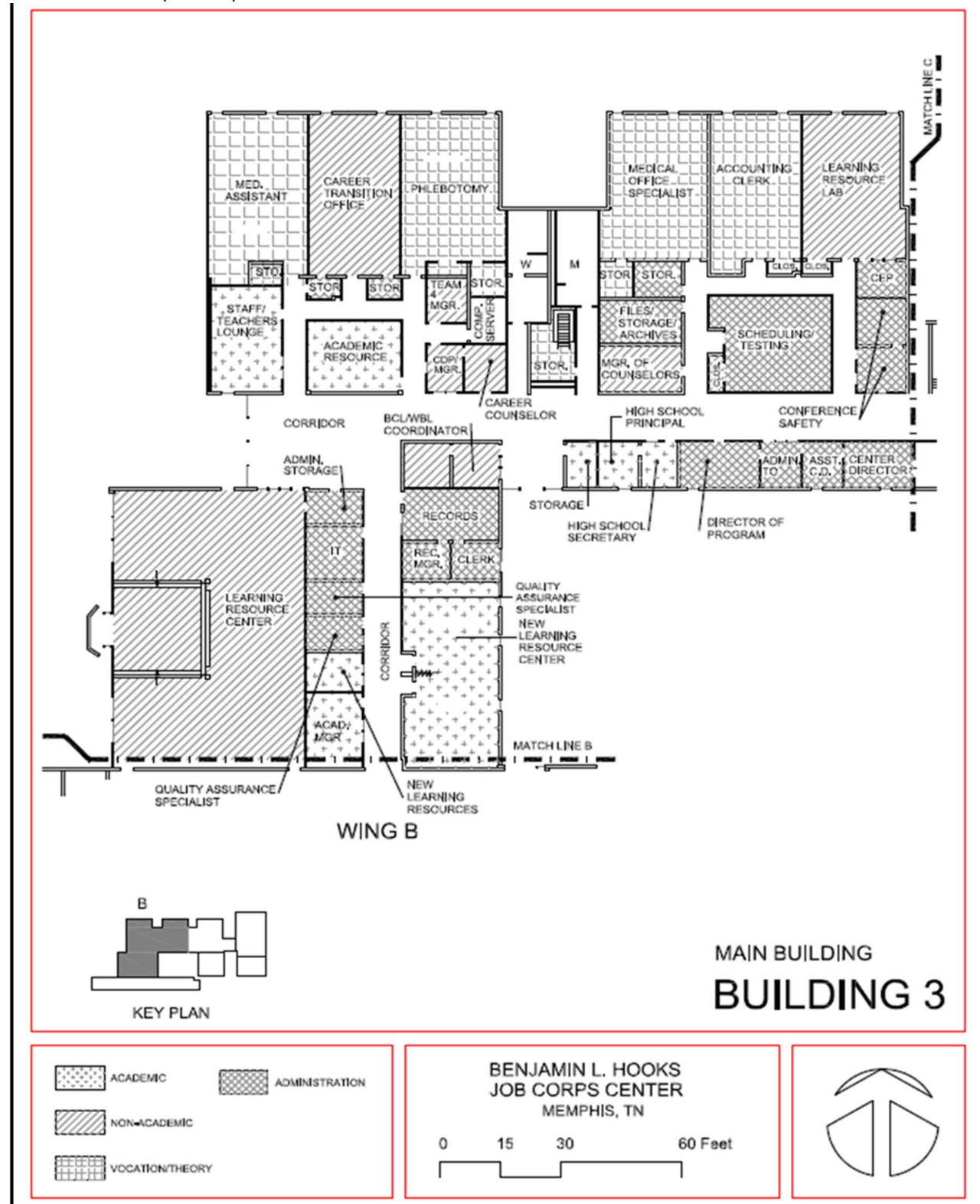
E. FLOOR PLANS (cont'd.)



BUILDING 3 - WING A

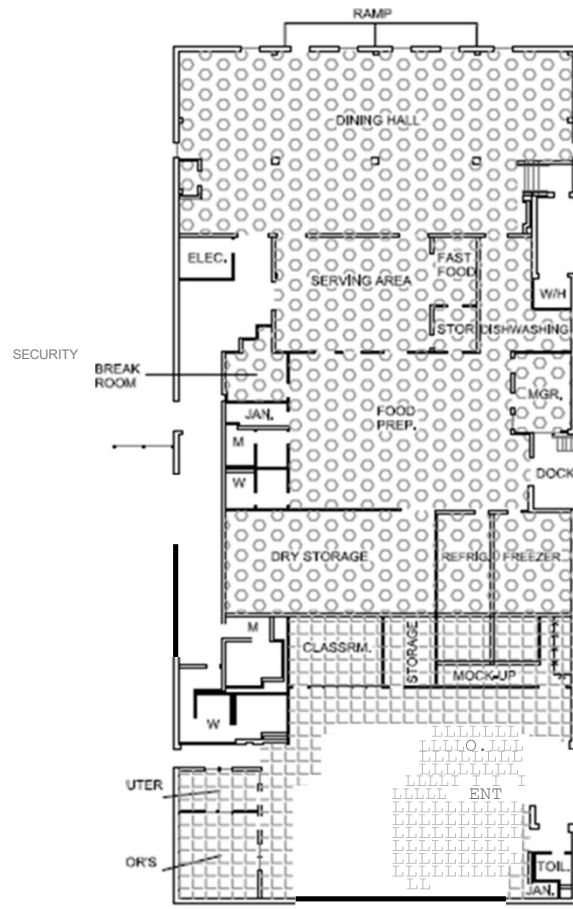
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E. FLOOR PLANS (cont'd.)



BUILDING 3 - WING B

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WING C

MAIN BUILDING

BUILDING 3



BUILDING 3 - WING C



F. ROOF PLANS

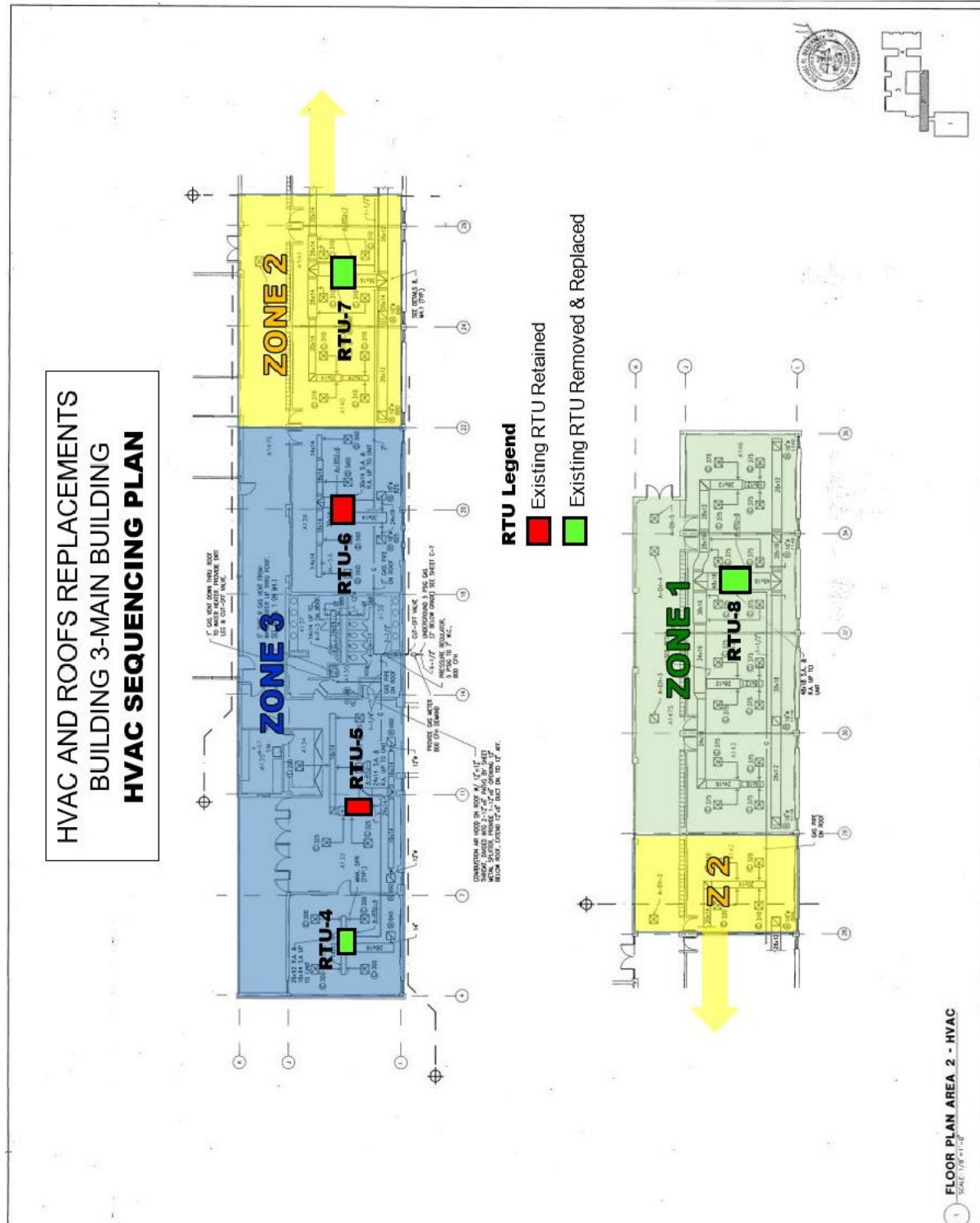


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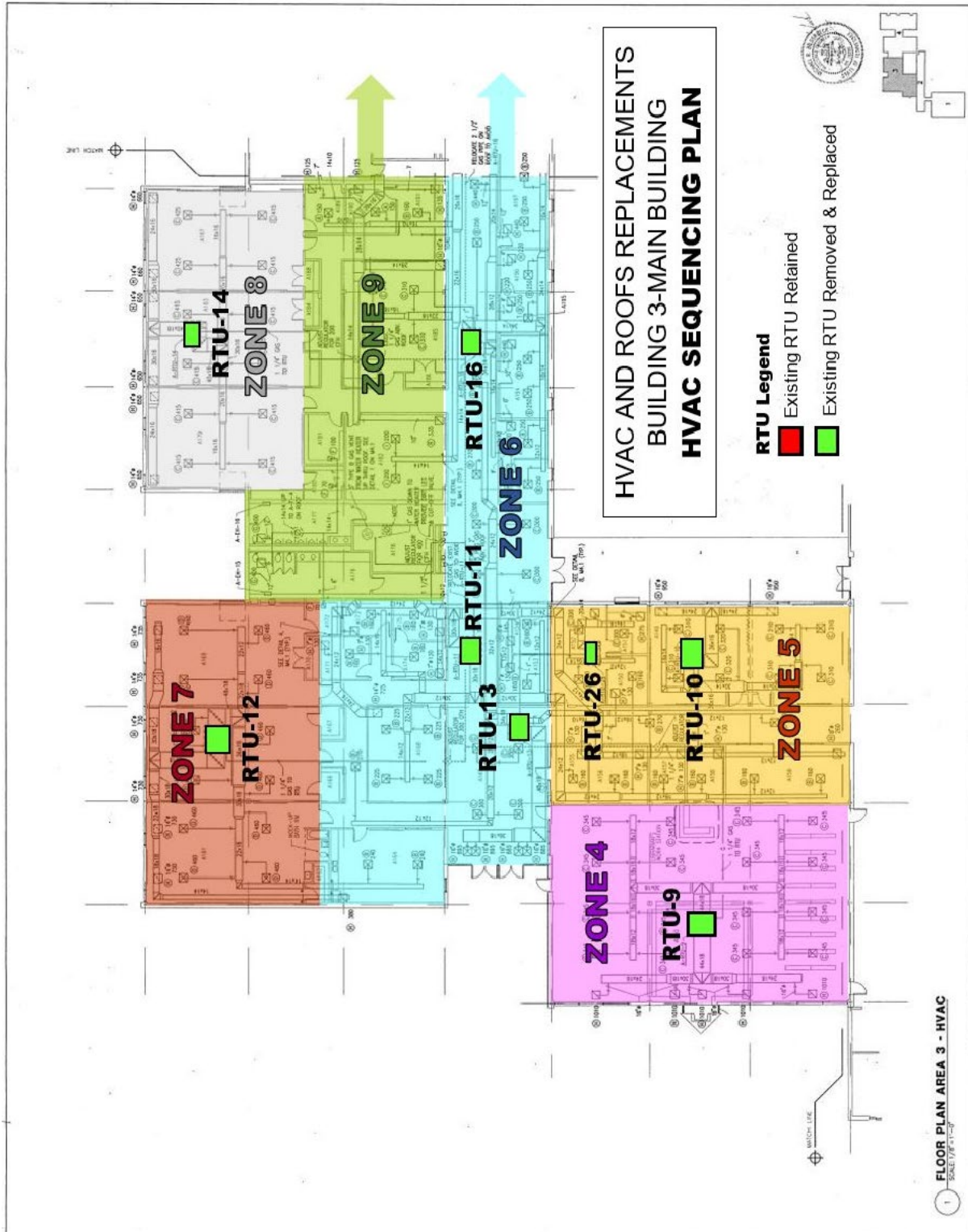
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G. RECOMMENDED BUILDING 3 HVAC PHASING PLAN



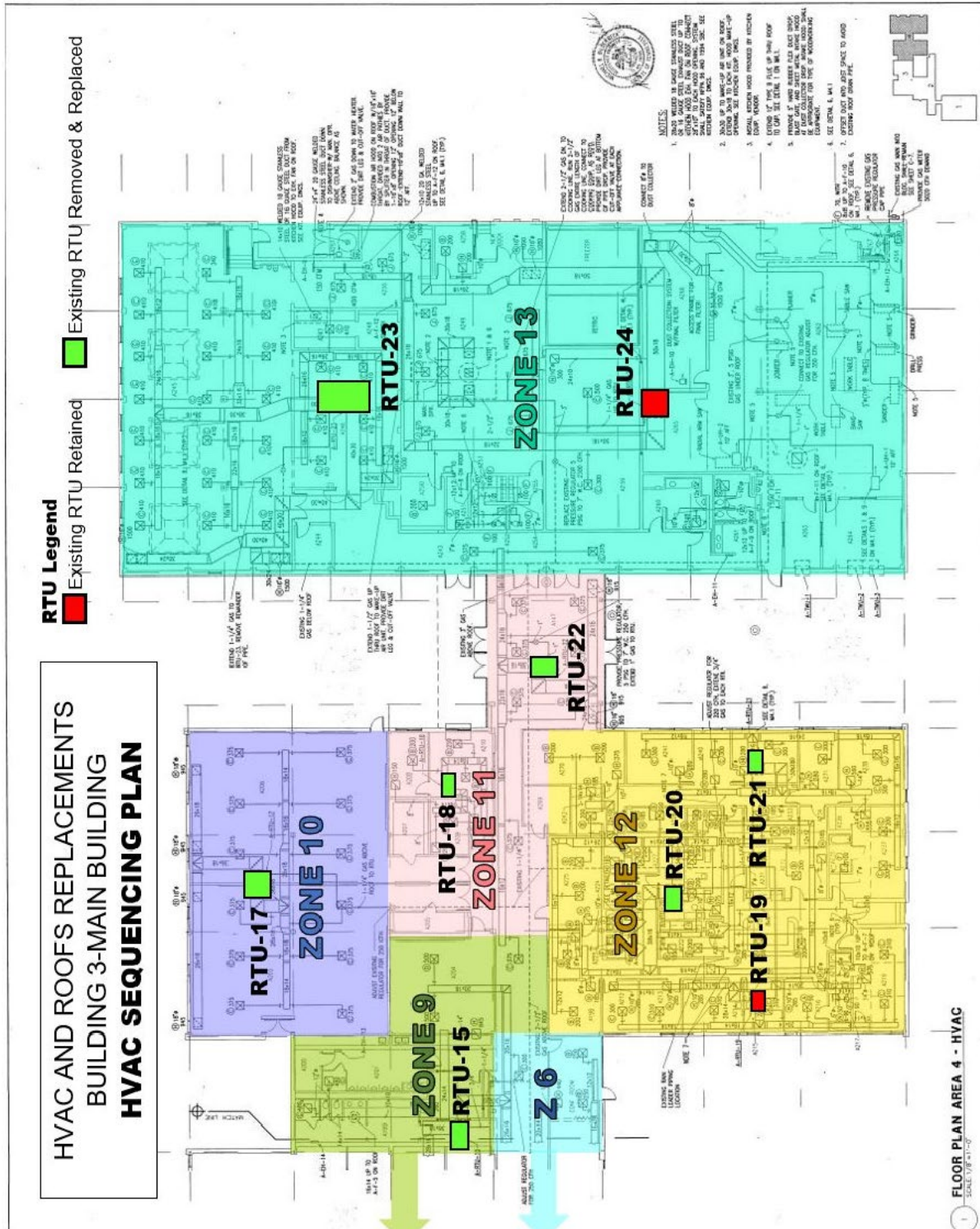
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G. RECOMMENDED BUILDING 3 HVAC PHASING PLAN (cont'd.)



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G. RECOMMENDED BUILDING 3 HVAC PHASING PLAN (cont'd.)



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VII. PROJECT SCHEDULE

Activity Description	Duration (Calendar Days)
<u>DESIGN</u>	
Notice to Proceed (NTP) & Pre-Construction Conference.....	TBD
Pre-Design Kick-off Meeting.....	10 days
15% Schematic Design Submittal.....	42 days
15% Schematic Design Review & Approval.....	21 days
60% Design Submittal.....	56 days
60% Design Review & Approval.....	21 days
100% Final Design Submittal.....	42 days
100% Final Design Review & Approval.....	21 days
Submit Issue For Construction (IFC) Documents.....	14 days
Design Total 227 days	
<u>CONSTRUCTION</u>	
Phase 1 Substantial Completion	310 days
Phase 2 Substantial Completion	240 days
Project Completion / Contract Close-Out.....	30 days
Construction Total 580 days	
TOTAL PERIOD OF PERFORMANCE	807 days

-----END OF SCOPE WORK-----

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

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

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FAR 52.246-12	Inspection of Construction	AUG 1996

E.2 SUBSTANTIAL COMPLETION

DEFINITIONS

E.2.1. "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer's Representative (COR) in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the contract documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work and (2) can be completed or corrected within the time period required for final completion.

E.2.2 "Date of Substantial Completion" means the date determined by the Contracting Officer or Contracting Officer's Representative of which substantial completion of the work has been achieved. This date shall be contingent on the Contractor completing certain general construction work.

Substantial Completion is further dependent upon the Contractor providing all essential training on operations and maintenance, as required, to the designated Center personnel. Unless indicated otherwise, the Date of Substantial Completion, as acknowledged by the Government, is also the commencement date of all warranties and guarantees required by the contract documents.

When the Contractor feels that the work is substantially complete, it shall notify the Contracting Officer and the Contracting Officer's Representative requesting a substantial completion walk thru inspection.

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Attached to the request must be a list of items to be corrected/completed (punch list). An inspection of the work shall be conducted by the Department of Labor (DOL) or its designated representative to review the punch list and verify its accuracy; should the Contractor's punch list prove to be inaccurate or incomplete, Contractor shall provide revised punch list. At the time of the inspection, the Contractor shall be required to submit to DOL or its designated representative all inspection reports, test results, operation and maintenance manuals, keys and keying schedules for the substantially complete work. This information will then be turned over to the Center Operator.

Upon the successful completion of the inspection, the Contracting Officer shall provide Certification of Substantial Completion.

Not until the date and Certificate of Substantial Completion have been fully acknowledged by the Department of Labor's Contracting Officer and Contracting Officer's Representative, will the Contractor be relieved of the responsibility for the security and maintenance of the work, except for punch list items. Following acknowledgment by the Department of Labor, the Contractor shall provide any required additional training to designated Center Personnel and shall also complete the punch list items in accordance with the Schedule identified in the Certificate of Substantial

Completion. Failure to complete the punch list items within the schedule may be a breach of contract and will be subject to the sanction of the contract.

E.3 USE OF EQUIPMENT BY THE GOVERNMENT

E.3.1 Right to use The Government may take over and operate, with Government employees, such equipment as necessary for heating or cooling such areas of the building that require the service, and other equipment such as elevators, electrical, plumbing, and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

E.3.2 Notice The Government will advise the Contractor in writing (FAR 52.236-11 entitled Use and Possession Prior to Completion), prior to the use of the equipment, which items of equipment will be taken over and operated, in addition to the date and time such operation shall begin.

E.3.3 Effect on warranties. Government operation of equipment will not relieve the Contractor of warranty or correction obligations elsewhere provided for in this contract. The applicable warranty period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the applicable provisions of this contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 Definitions.

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E.4.1.1 “Final Completion and Acceptance” means the stage in the progress of the work as determined and certified by the CO or COR, in writing to the Contractor, on which work required under the contract has been completed in an acceptable manner in accordance with the contract requirements, subject to the discovery of latent defects after final completion and except for items specifically excluded in the notice of final acceptance. The contractor shall reference Section G.13 entitled Final Completion/Closeout for documentation required prior to final acceptance.

E.4.1.2 “Date of Final Completion and Acceptance” means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated by written notice to the Contractor. Documentation indicating Final Acceptance has been achieved will be issued upon satisfactory review of the Final Completion/Closeout package required in Section G.13.

E.5 INSPECTION AND ACCEPTANCE

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

Benjamin L. Hooks Job Corp Center
1555 McAlister Dr
Memphis, TN 38116-9058

U.S. Department of Labor
Office of Job Corps
200 Constitution Avenue, NW
Washington, DC 20210

The Government shall perform inspections and tests, as may be applicable, in a manner that does not unduly delay the work.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FAR 52.211-13	Time Extensions	SEPT 2000
FAR 52.242-14	Suspension of Work	APR 1984

**F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **ten (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 **807 calendar days**. The time stated for completion shall include final cleanup of the premises.

F.3 FAR 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 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 (See Below) for each calendar day of delay until the work is completed or accepted.

Project Name	Amount (per day)
HVAC and Roofs Replacements Building 1 - Dormitory, Building 2- Gymnasium, Building 3- Main Building	\$387.79

(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.

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F.4 PERIOD OF PERFORMANCE

Project Name	Project Duration	Substantial Completion	Final Acceptance Date
HVAC and Roofs Replacements Building 1 - Dormitory, Building 2- Gymnasium, Building 3-Main Building	807	*	**

***The Date for Substantial Completion shall be accomplished within 777 calendar days following receipt of a Notice to Proceed (NTP). (See Section/Paragraph E.2 SUBSTANTIAL COMPLETION)**

****The Date for Final Acceptance shall be the Date the Substantial Completion +30 days or longer as agreed and authorized by the CO.**

F.5 PLACE OF PERFORMANCE

Benjamin L. Hooks Job Corp Center
1555 McAlister Dr
Memphis, TN 38116-9058

F.6 SCHEDULES

F.6.1 CONTRACTOR'S SUBMISSION OF PROJECT EXECUTION SCHEDULES

F.6.1.2 These schedules shall include but is not limited to construction, product data, major material, equipment fabrication, delivery, samples and other submittals required by the contract to be submitted for acceptance.

F.6.1.3 Deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the GOVERNMENT in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.6.1.4 The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the GOVERNMENT and separate contractors employed by the GOVERNMENT. The Contractor shall submit schedules on the last day of the preceding month for the next month's work. The schedule shall sequence work to minimize disruption at the jobsite.

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F.7 EXCUSABLE DELAYS

F.7.1 The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include (1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (10) freight embargoes; and (11) unusually severe weather.

F.7.2 In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.8 DELIVERABLES/SUBMITTALS

F.8.1 The Contractor shall furnish the following deliverables/submittals listed below as well as other identified under this contract. When notified to do so submittals, except bonds and insurance shall be uploaded to Submittal Exchange, unless waived by the Contracting Officer.

#	Description Reference	Delivery Date	Deliver to:
1.	Bonds, Payment and Performance H.11	10 calendar days after contract award	CO and CS
2.	Insurance H.10	10 calendar days after award	CO and CS
3.	Pre-construction Conference – Briefing Materials	To be determined	CO, CS and COR
4.	Payment Request Section G.8	Last calendar day of each month	JCASInvoice@dol.gov
5.	Special Warranty, Section H.45	With request for inspection for Substantial Completion.	COR
6.	Meeting Minutes	Within 3 days after Meeting is held	CO, CS and COR
7.	<i>Project Schedules</i>		
a.	Schedule of Values	Submittal required before the first progress payment under this contract becomes due.	COR

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b.	Baseline Project Execution Schedule (BPES)	Projects \leq \$10M shall be submitted within 21 calendar days of NTP issuance Projects \geq \$10M shall be submitted within 60 calendar days of NTP issuance	COR
c.	Project Execution Updates of BPES, and Monthly Progress Report per FAR 52.236-15 and Section F.12.2	Monthly updates starting with the acceptance of the BPES, and with Monthly Payment Requests	COR
d.	Contractor's Quality Control Plan	30 calendar days from Contract Award	COR
e.	Contractor's Quality Control Reports	Daily	COR
	8. Closeout Procedures		
a.	Request for Certification of Substantial Completion	15 calendar days prior to scheduled Substantial Completion	COR
b.	Request for Final Inspection and Testing, see also Contract Section E.4	15 calendar days prior to scheduled Final Acceptance	COR
c.	Final Record Documents marked As-Built	With Request for Inspection and Substantial Completion	COR
d.	Project Completion Photography	Final Acceptance	COR
e.	Asbestos and Lead Paint Certification	Final Acceptance	COR
	9. Demonstration and Training		
a.	Training Plan	Prior to Final Completion	COR
b.	Training Records	Prior to Final Completion	COR
c.	Training and Demonstration Videos	Prior to Final Completion	COR
	10. Commissioning		
a.	(CCR) Contractor's Commissioning Representative Identified	30 calendar days after contract award	COR
b.	Commissioning Execution Plan	30 calendar days after contract award	COR

F.9 PROJECT EXECUTION SCHEDULE

F.9.1 Project Execution Schedules shall be submitted to the COR for acceptance in Critical Path Method (CPM) using either P6 or Microsoft Project. The schedule shall show the order in which the

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Contractor proposes to perform the work, and the dates on and time periods within which the Contractor contemplates starting and completing the various portions of the work, in the form and containing such detail as is required by the contract documents. The schedule narrative shall at a minimum clarify the Contractor's approach and sequencing of work (overall project plan), include milestone dates, the methodology for incorporation of delays including but not limited to potential conflicts with outside agencies, projects, or contractors, permits and utility coordination, procurement or fabrication problems/concerns, labor resource problems/concerns, and shall identify any unusual logic relationships and use of relationship lags, and scheduling assumptions. The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the contract time, and (3) as required by the COR to achieve coordination with work by the Government and separate contractors. If the Contractor fails to submit schedule or schedule revision within the time prescribed, the CO may withhold approval of progress payments until the Contractor submits the required schedule or schedule revision.

F.9.2 Acceptance of schedule: When the Government has accepted any time schedule, it shall be binding upon the Contractor. The contract time is fixed by the contract and may be extended only by a written contract modification, change order or supplemental agreement signed by the Contracting Officer. Acceptance of a schedule or revision thereof by the Government shall not (1) be effective to extend the contract time or obligate the Government to do so, (2) constitute acceptance of delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion within the contract time.

F.9.3 Recording progress: The Contractor shall record the actual progress of the work against the approved baseline schedule in the form and at intervals as may be required by the COR.

F.9.4 Notice of delay: In the event the Contractor receives a notice of change in the work, or if other conditions arise, which are likely to cause or are actually causing delays, which the Contractor believes may result in completion of the project after the contract time, the Contractor shall notify the CO, CS and COR of the effect, if any, of such change or other conditions upon the accepted schedule, and shall state in what respects, if any, the relevant schedule or the contract time should be revised. Such notice shall be given promptly, and not more than 10 calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the accepted progress schedule shall only be made with the approval of the COR.

F.9.5 Maintenance of progress If the Contractor falls behind an accepted schedule, the Contractor shall take steps necessary to improve its progress or overcome delays and ensure completion of the work within the contract time, without additional cost to the Government. In this circumstance, the Contractor shall demonstrate how the approved rate of progress will be regained and shall submit for acceptance a supplementary recovery schedule or schedules. Methods may include increase of any or all of the number of shifts, overtime operations, days of work, and the amount of construction planned.

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F.9.6 Schedule revision and equitable adjustments: Upon the request of the Contractor, the Contracting Officer shall ascertain the facts and the extent of any failure to adhere to the performance schedule resulting from alleged excusable delay. If the Contracting Officer determines that any failure to perform results from one or more of the causes for an excusable delay, the relevant schedules shall be revised, subject to the rights of the Government under the termination clause of this contract. If and to the extent considered appropriate in the judgment of the Contracting Officer, an equitable adjustment shall be made in the contract time.

F.10 DOCUMENTATION OF REQUESTS FOR EXTENSION

F.10.1 Any request for a time extension must be supported by the following data, and any other relevant data requested by the CO:

F.10.2 For any delays for which an extension of time is requested, (a) the exact date and degree of work stoppage, (b) the date of resumption of any or parts of such work, and (c) a description of the nature of the delay and the degree, if any, to which the Contractor could have reasonably anticipated and guarded against such delay or damage incidental thereto.

F.10.3 For delays in receipt of Contractor furnished materials, (a) the date the materials were ordered, (b) the dates of anticipated delivery at the port of entry and at the project site, (c) the date the materials were scheduled for use or installation by the Contractor, (d) the date the materials were shipped, and (e) the dates the materials were actually received at the port of entry, cleared customs (if applicable), and were delivered to the project site.

F.10.4 For delays in receipt of Government furnished materials, the date the materials were scheduled for use or installation by the Contractor and the date(s) the materials were actually received at the port of entry, cleared customs (if applicable), and were delivered to the project site.

F.10.5 For delays in receipt of Government approvals of submittals properly prepared, reviewed, and approved by the Contractor before their submission as required by the contract documents, (a) the date of submission, (b) the date approvals were received by the Contractor, and (c) the date that installation or fabrication indicated by the submittals were begun, compared with the dates indicated by the current approved construction schedule and schedule of submittals.

F.10.6 For weather delays, (a) average weather conditions during a comparable period over the preceding ten years, (b) a daily log recording the actual weather conditions during the relevant time period, and (c) the dates work affected by the weather conditions were scheduled to be performed and the actual dates of performance.

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F.11 SUSPENSION OF WORK- NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor is in non-compliance with requirement of this contract and fails to promptly initiate such action as may be appropriate to comply with the specified requirement, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply with the contract requirement. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. During a suspension of work due to non-compliance, the Contractor shall be responsible for securing and maintaining any equipment and materials delivered under this contract, as well as securing and maintaining any work areas that have not already been approved as substantially complete.

F.12 NOTICES TO PROCEED (NTP)

F.12.1 At the time of contract award, the Contractor must commence work to furnish the necessary document submittals within specified time. This work includes continued development of the Project Execution Schedule (PES)

that was submitted by the Contractor with the cost proposal. The Government will review the PES and provide comments to the Contractor. Failure of the Government to find mistakes and omissions in the proposal schedule does not relieve the Contractor of contract requirements.

F.12.2 NTP Construction: The contractor shall reference Section F.8.1 for Baseline Project Execution Schedule (BPES) submission requirements, as it pertains to NTP issuance. Following receipt from the Contractor of bonds or evidence of insurance within the time specified in Section/Paragraph H.11 Bond Requirements, of this contract, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide the Contractor their Notice to Proceed.

F.12.3 The Contractor must then prosecute the work required hereunder, commencing and completing performance no later than the time period established in the contract.

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Note:

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Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAY 2004)

(Reference 2901.603.71)

(a) A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.

(b) The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

G.2 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at a place, time, and method to be determined by the Contracting Officer. Notice to Proceed (NTP) will be issued at the Pre-construction conference. The Contractor is required to attend. Major subcontractors may attend but may not participate therein other than through the Contractor. The purpose of this conference is to review the contract procedures and to discuss questions in regard to the contract documents. The Contracting Officer or his/her representative will provide clarifications.

G.3 PROJECT MEETINGS

All progress meetings will be held at a place and time established, at the discretion of the Contracting Officer, for the purpose of coordination with the contractor and status updates of the project. Progress meetings will be scheduled on a biweekly basis during design, and on a weekly basis for the duration of construction through substantial completion. Meeting minutes resulting from the weekly progress meetings will be issued identifying, at a minimum: (a) topics discussed, (b) critical submittals and status, (c) actions required, responsible parties, and time frames to resolve, (d) progress achieved since last meeting, (e) Quality Control deficiencies and issues, and (f) photographs of construction progress. Two additional progress meetings will be held during the project completion and closeout phase of the project.

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G.4 SUBCONTRACTS

Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

The Contractor shall insert a clause in each subcontract issued under this contract, which incorporates all FAR Clauses (beginning with “52”, and all general and special provisions of this contract into the subcontract by reference expect all references to the Government or Job Corps shall be mean the General Contractor.

The Contactor shall be responsible to the Government for acts and omissions of its own employees and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

G.5 SHOP DRAWINGS

The Contractor shall maintain and submit to the Government as a part of the closeout documents, a complete set of Shop Drawings as approved by the Contractor’s A/E subcontractor.

The Government’s representative for the review of shop drawings will be the Design/Architect/Engineer or other representatives determined at the pre-construction conference. If there appears to be a change of scope as the result of a shop drawing review, the Contracting Officer will resolve the matter pursuant to Clause 52.243-7 of the General Provisions.

G.6 OPERATIONS, STORAGE AREAS AND SECURITY

All operations of the Contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting Officer. The Contractor shall erect whatever barriers or enclosures are necessary to define the site and protect the materials, equipment and work. The Contractor shall hold the Government, its officers and agents, and the Center Operating Contractor harmless from liability of any nature occasioned by its operations.

The Contractor shall comply with regulations governing the operations on the premises, which are occupied and shall perform the contract in a manner that will not interfere with the conduct of normal business.

All persons employed under this contract shall, while on the premises, observe the regulations in effect at the site, and are cautioned that entrance to any existing building outside the scope of the contract is forbidden, except by official permission.

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The Contractor will be doing work on federally-owned or federally-controlled property. All persons employed under this contract, and sub-contracts issued herein under, are to observe security regulations in effect at the site. The Contractor and all persons employed under the contract are required to comply with established security, sign-in, and random search procedures.

All work that will affect or alter the normal operations of the Center is to be coordinated with the operating Contractor of the Center through the Contractor at least one week in advance. If the work requires partial or total interruption of utilities, two weeks written notice must be given.

The Contractor shall furnish and install barricades or enclosures necessary to keep all dust and debris away from the facilities that are to remain in use at the Center.

The Contractor shall carefully remove and relocate all salvageable material to such areas as designated by the Contracting Officer.

The Contractor and all persons employed under the contract will not be permitted to utilize the food service facilities at the Center.

The Contractor and all persons employed under the contract will not be permitted to fraternize with the Job Corps students or staff at the Center.

Under no condition will the Contractor or any persons employed under the contract be permitted to consume or transport any alcoholic beverages, drugs, or firearms on the site.

Any person found violating these or any, other conditions set forth in the contract document will be barred from the project.

In addition to the above, the Contractor shall be responsible to provide at least, but not limited to, the following:

- Provide an appropriate security system and facilities to protect WORK from unauthorized entry, vandalism, and theft.
- Employ such services or measures as needed to properly protect and safeguard WORK. Provide protection for materials, tools, and equipment employed on Project, including workmen's tools. The Government will not be held liable or responsible for damage or loss to Work due to trespass or theft.

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G.7 PROJECT SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program in connection with the construction project. All reasonable precautions are to be taken to provide protection and to prevent damage, injury, or loss to:

- A. Employees and others who may be affected by the construction project.
- B. All project materials and equipment on the site.
- C. Other property on the site or adjacent thereto.

The Contractor shall erect and maintain approved barricades and all reasonable safeguards for safety and protection, including the posting of danger signs and other warnings against hazards.

During any approved new construction, the Contractor is to erect fences or other barriers around the construction site and any required storage and staging areas.

Current OSHA regulations must be followed in the placement or erection of safety barriers around excavation. The Contractor will not be permitted to commence with any excavation until this enclosure is completely erected and its completion verified by the Architect/Engineer.

During any repairs, alterations, or additions to existing facilities, the Contractor is to provide a secure separation between the areas where the work is to be performed and areas that are utilized by the Job Corps Center. Care must be taken by the Contractor to provide continuous and uninterrupted occupancy of the adjacent spaces or facilities.

G.8 DISPOSAL OF REFUSE

Refuse resulting from construction operations shall be removed from the site. Refuse shall not be allowed to accumulate for more than one week and shall be removed at more frequent intervals if directed by DOL or its designated representative.

G.9 DETAILED ESTIMATE FOR PROGRESS PAYMENTS

Before requesting the first progress payment under this contract, the Contractor shall prepare a Detailed Estimate (Schedule of Values) for Progress Payments itemizing the Contract Price in the form that is customary in the field and is acceptable to the Contracting Officer. The Schedule of Values may be submitted in G702 or 703 AIA format. The values in the Detailed Estimate will be used as a basis for determining progress payments but will not be conclusive as to the amounts due the Contractor or as to the value of changes in the work. The Contractor's overhead and profit shall be prorated throughout the life of the contract.

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The values in the breakdown will be used for determining progress payments. No progress payment requests will be accepted or considered for payment until the Schedule of Values has been accepted and approved by the Contracting Officer.

Preparatory work done will be taken into consideration in preparing estimates upon which progress payments are based.

Estimates on which progress payments are based shall include the value (as determined by the Contracting Officer) of satisfactory in-place work performed pursuant to a unilateral modification (change order) where final agreement on the equitable price adjustment has not been reached, up to the limit specified in the individual unilateral modification.

The Contractor shall not be deemed to have the right to receive final payment due or to become due under this contract unless and until the Contractor's surety has made payment in settlement of requirements of the surety's undertaking under the payment or performance bond and has so notified the Contracting Officer of the claims and amounts so paid.

G.10 MONTHLY PROGRESS PAYMENT REQUESTS (Application for Payment)

G.10.1 Payment requests. The Contractor may submit requests for progress payments at monthly intervals. Each application shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.10.2 Stored materials. Unless otherwise provided in the Contract Documents, material delivered that will be incorporated into the structure may be included in a request for payment, provided the material is delivered on the site, or is delivered to the Contractor and properly stored in a bonded warehouse, storage yard or similar suitable place in the vicinity of the project as may be specified in the Contract Documents or approved by the COR, and is suitably insured against loss, damage and theft. If a request for payment includes delivered material on the site, the Contractor shall furnish with the request for payment such evidence as may be required as proof of quantity and value of such materials. If a request for payment includes delivered material permitted by the Contract Documents or the COR to be stored off the site, the Contractor shall furnish with the request for payment properly executed bills of sale for the delivered material upon which payment is being made. The Contractor shall remain responsible for such stored materials.

G.10.3 An amount of two (2) percent of the contract value will be retained and reflected in the Schedule of Values. In accordance with the payment provision of the contract, the retained amount will be released to the contractor as follows:

G.10.3.1 One (1) percent of the retained amount will be released to the contractor upon submission and acceptance of the Contract's required Final Completion/Closeout Documents.

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G.10.3.2 The remaining one (1) percent of the retained amount will be released upon attainment of Final Acceptance (see Section/Paragraph E.4).

G.11 METHOD OF PAYMENT

As prescribed by FAR 52.232-33, the Government shall make payment to the Contractor using the EFT information contained in the **System for Award Management (SAM)** database. If the EFT information changes, the Contractor shall be responsible for providing the updated information within the SAM database.

The requirement for all federal agencies to integrate the use of SAM into their business practices was formalized with the issuance of a new Federal Acquisition Regulation policy, Circular 2003-016, case 2002-018. The issuance of this policy requires all federal contractors to register in the SAM database prior to contract award of any contract or purchase agreement. Furthermore, the rule stipulates SAM will now be the source of EFT account information for contractors doing business with the Federal Government. To this end, payment offices are now required to use the

information contained in SAM to accomplish payments to vendors. Therefore, it is extremely important that the Contractor keep their information current in SAM. This means that the Contractor must renew their registration every 365 days. In addition, if their active registration expires while they are still under contract all payments will stop.

G.12 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

G.12.1 The Contractor shall submit with the request for payment a certification with regards to payments. Reference I, 52.232-5, Payments Under Fixed-Price Construction Contracts.

G.12.2 Evaluation by the Contracting Officer. Following receipt of the Contractor's request for payment, and based on an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons, therefore.

G.13 INVOICE PREPARATION AND SUBMISSION

Based upon acceptance of requirements within the contract, the contractor shall submit an electronic invoice to JCASinvoice@dol.gov, the COR, Contract Specialist administering the contract and Contracting Officer.

Invoices shall list the item delivered by reference to the appropriate submittal, item number, price, and actual delivery date. To constitute a proper invoice, the invoice must include the following information and/or attached documentation*:

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1. Name and address of contractor.
2. Invoice number and invoice date.
3. Contract Number and project name.
4. Period in which the invoice covers.
5. Payment Terms
6. Total Quantity of items, Total Invoice Amount
7. DOL CLIN associated with billed item(s)
8. Description of the services rendered for each line item
9. Individual Line-Item Quantity, Price, and Extended Amount
10. Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.
11. Invoices shall be submitted with the Contractor Certification, updated PES Schedule, and notarized if form requires (i.e., AIA Document G702).
12. The contractor's SAM banking information shall be current as prescribed by FAR 52.232-33.

* Requirements for a proper invoice can be found in Subsection I.1 of the contract document, Clause 52.232-27 of the Federal Acquisition Regulation PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017), (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with any of these requirements, the invoice shall be returned within seven (7) days after receipt with an explanation as to why the document was considered an improper invoice according to the terms of this contract.

Revised invoices shall use the same application or pay request number as the original, followed by "R" meaning "Revised" invoice.

In the event hard copy invoices are requested by the Contracting Officer, the documents shall be mailed to:

U.S. DEPARTMENT OF LABOR/OASAM/OSPE
JCAS, A/E and Construction Division
2101 Wilson Boulevard, Suite 400
Arlington, VA 22201-3324
ATTN: Contract Administrator

G.14 TEST RESULTS

The Contractor shall maintain a complete record of all required performance and system tests and reports that are conducted on the construction site. Copies of all verified test results shall be transmitted to the Contracting Officer's Representative (COR) in accordance with applicable specifications and submittal requirements, as well as part of the closeout documentation.

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G.15 FINAL COMPLETION/CONTRACT CLOSEOUT

After the Certificate of Substantial Completion has been acknowledged by the Department of Labor, and the correction/completion of the new punch list items has been accomplished, the Contractor should submit a Notice of Final Completion to the Department of Labor through the Architect/Engineer and to the satisfaction of the Department of Labor through the Architect/Engineer, requesting a final walk-through inspection. Following the final inspection/walk-through, upon the recommendation of the Architect/Engineer and to the satisfaction of the Department of Labor that the work is fully completed and acceptable, the Contractor shall submit all documents required for contract closeout.

The following documents shall be submitted to the Architect/Engineer for review and transmittal to the Department of Labor for approval:

- Subcontractor(s) and major supplier(s) Releases of Claims if requested by the CO
- Certification of payment to subcontractors and suppliers
- Contractor Releases of Claims/(original)
- Originally signed copies of all warranties, guarantees, and maintenance manuals, as applicable.
- As built drawings in both CADD and PDF on CD Building System Commissioning manuals
- Warranty Spreadsheets inclusive of point of contacts
- Release of Liens

NOTE

If, for any reason, the project proceeds directly to final completion, and no Certificate of Substantial Completion is issued, then insurance shall be for one year from the date of the final walk-through, as attested to by the Government. This date of Final Completion is also the commencement date of all warranties and guarantees required by the contract documents.

Final payment under the contract will not be made until all required documents, including those listed above, are received and approved by the U.S. Department of Labor.

G.16 ORDER OF PRECEDENCE

G.16.1 In addition to the provisions of contract clause 52.236-21, Specifications and Drawings for Construction (FEB 1997), the following order of precedence shall apply:

G.16.2 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

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- G.16.2.1 Standard Clauses of the Contract (those bearing numbers beginning with “52”), set forth in full text or incorporated by reference in Part I- The Schedule, Part II - Contract Clauses, Part III - List of Documents, Exhibits, and Other Attachments, and Part IV - Representations and Instructions.
- G.16.2.2 Supplemental Contract Provisions set forth in Part I- The Schedule, Part II - Contract Clauses, and Part IV - Representations and Instructions.
- G.16.2.3 The specifications, including any and all addenda.
- G.16.2.4 The drawings.

G.16.3 Any inconsistency among the Contract Documents shall be resolved by giving precedence in the following order: In case of differences between small- and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other like portions of the work. Where the word “similar” occurs on the drawings, it will have a general meaning and will not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

G.16.4 In case of apparent error, discrepancy, or omission either in the Standard Design Requirements Documents or the Project Specific Requirements furnished by the Government to the Contractor, the Contractor shall submit the question promptly to the CO for clarification. The CO shall review the question and respond in writing. If it is determined by the CO that there is an error, discrepancy, or omission, and changing it would modify the contract, a written decision from the CO will be provided. The Contractor shall not proceed with any affected work before receipt of CO’s written approval. Until that decision is received, any affected work shall be entirely at the contractor’s own risk and expense.

G.17 REFERENCED STANDARDS

G.17.1 Incorporation by reference: The referenced portions of all documents and publications (such as manuals, handbooks, codes, standards and specifications) issued by any technical society, trade or professional organization or association, or regulatory or governmental authority which are cited in the Contract Documents for the purpose of establishing requirements applicable to equipment, materials or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

G.17.2 Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of

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the solicitation for this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

G.17.3 No provision of any such referenced document or standard shall be effective to change the responsibilities of the Government, from those set forth in the Contract Documents, nor to assign to any of them any responsibility, duty or authority for safety precautions or procedures or to supervise or direct the performance of the work.

G.17.4 Copies to be provided by Contractor. The Contractor shall have available at the Project site, for inspection and reference by the CO, COR or Government Agent/Representative, a copy of each manual, handbook, code, standard or specification which is incorporated by reference in this contract and which governs quality and workmanship.

G.18 FURNISHING INFORMATION AND RECORDS

If the Contractor or any subcontractor under this contract, or the officers or agents of the Contractor or any subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to any Government agency or establishment in the legislative or judicial branch of the Government, information or records reasonably pertinent to this contract, or any other Government contract in connection with which the Contractor or such subcontractor has or shall have performed work or furnished materials or supplies or undertaken to do so, the following action may be taken:

In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work under the contract and thereupon the Government may avail itself of the rights and remedies provided in the clause entitled Default of this contract in addition to any other rights and remedies provided by law and under this contract.

G.19 DOL 2018-03 RECORDS MANAGEMENT REQUIREMENTS (AUGUST 2018)

A. Applicability

The Contracting Officer shall insert this clause in all solicitations and awards in which the Contractor creates, works with, or otherwise handles Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal record" as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures,

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operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:

1. Includes Department of Labor (DOL) records.
2. Does not include personal materials.
3. Applies to records created, received, or maintained by Contractors pursuant to their DOL contract.
4. May include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. DOL and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to DOL. The agency must report the incident directly to their

Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to NARA in accordance with 36 CFR 1230.

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5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to DOL's control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is expressly prohibited unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.
8. The Contractor shall not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management

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training, which will be provided by DOL, as directed by the Contracting Officer's Representative (COR). The training shall be completed in a timeframe specified by the COR. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

G.20 DOL 2018-02 DOL MANDATORY TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (AUGUST 2018)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

B. Definitions

None

C. Requirements

- (1) Where required and applicable, contractor employees, including employees of subcontractors at any tier, shall complete any DOL designated and hosted training, that the Contracting Officer's Representative (COR) identifies as mandatory. Training shall be completed in a timeframe specified by the COR.
- (2) Time spent on training shall be counted as regular hours worked.

D. Flow down of requirements to subcontractors

- (1) The Contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

G.21 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual, such as a Contracting Officer's Representative (COR).

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

H.1 COMMENCEMENT OF WORK

No work under this contract will commence until the Contracting Office issues a written Notice to Proceed.

H.2 PROPOSAL PREPARATION COST

The costs for the preparation of proposals is the responsibility of the contractor and is not a reimbursable expense. The contract award will include, at a minimum, all labor, management, supervision, mobilization, material and equipment cost, and any cost associated with the required services to be performed (i.e., construction). The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to fulfill the requirements of the contract.

H.3 SUBCONTRACTING RESPONSIBILITIES

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure the contract is completed within the stated requirements.

H.4 GENERAL DECISION NUMBER: TN20230200 05/12/2023

Wage Decision Number TN20230200 is incorporated into this contract and the Contractor is required to comply with the wages outlined by this decision.

H.5 ENVIRONMENTAL COMPLIANCE

Offerors are reminded of the environmental requirements contained in the solicitation to comply with all applicable federal, state, and local environmental statutes and regulations.

H.6 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representatives of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

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H.7 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.8 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to Contracting Officer.

H.9 WORKERS' COMPENSATION LAWS

The Act of June 25, 1936, 49 Stat. (40 U.S.C. 290) authorized the constituted authority of the several States to apply their workers compensation laws to all land and premises owned or held by the United States.

H.10 INSURANCE

H.10.1 Amount of Insurance.

H.10.1.1 The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

H.10.1.2 Workers Compensation and Employer's Liability

1. Statutory: Amounts in coverage as required by the State compensation laws including provisions for voluntary benefits as required in labor union agreements and including provisions for extending policy in accordance with laws and other jurisdictions.
2. Employer's Liability: At least \$100,000 each accident.

H.10.1.3 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

1. Bodily Injury on or off the site:

Per Occurrence	\$250,000
Cumulative	\$500,000
2. Property Damage on or off the site:

Per Occurrence	\$100,000
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Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

H.10.3 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.10.4 Government as Additional Insured. The general liability policy required of the Contractor shall name “the United States of America, acting by and through the Department of Labor”, as an additional insured with respect to operations performed under this contract.

H.10.5 Insurance-Related Disputes. Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, “Disputes”. However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.10.6 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.11 BOND REQUIREMENTS

H.11.1 Bonds Required. The Contractor shall furnish (1) performance and payment bonds in accordance with 52.228-15, in the amount of 100% of the contract price for the performance bond and 100% of the contract price for the payment bond, or (2) comparable alternate security approved by the Government as authorized and in accordance with Federal Acquisition Regulation (FAR) Section/Part 28.204, Alternatives in Lieu of Corporate or Individual Sureties. The amount for all required bonds shall be based on the established contract price, as well as any modifications to this contract.

H.11.2 Time for Submission. The Contractor shall provide the bonds required by paragraph H.11.1 no later than **ten days** after contract award. Failure to submit the following in a timely manner may result in rescinding or termination of the contract by the Government: (1) the required bonds other security acceptable to the Government; (2) bonds from an acceptable surety; or (3) bonds in the required amount. Should the contract be terminated, the contractor will be liable for those costs as described in FAR 52.249-10, “Default (Fixed-Price Construction).”

H.11.3 Coverage. The bonds or alternate performance security shall guarantee the Contractor’s execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

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H.11.4 Duration of Coverage. The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government, at which time the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.12 SAFEGUARDING OF INFORMATION

The Contractor and its employees shall exercise utmost discretion regarding all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.13 PUBLIC RELEASE OF INFORMATION

There shall be no public release of information or images concerning any aspect of the construction, or other services relating to this contract, or other documents resulting therefrom, without the written prior approval of the Contracting Officer. The contractor shall include the substance of this provision in all subcontracts hereunder.

H.14 DOCUMENTS - OWNERSHIP AND USE

H.14.1 Ownership and Use of Drawings, Specifications, Software, and Models.

H.14.1.1 Ownership. All drafts, revisions, and versions of specifications, drawings, software code, databases, and models (digital, tangible, and scale), and all copies thereof, generated in the performance of the Contract or furnished to the GOVERNMENT in the performance of the Contract ("Documents") shall be and are the exclusive property of the Government.

H.14.2 Record Documents. During the performance of the Contract work, the Contractor shall maintain at the project site a current, marked set of Contract drawings and specifications indicating

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all interpretations and clarifications, contract modifications, change orders, and any other departure from the Contract requirements approved by the CO, and a complete set of record shop drawings, product data, samples and other submittals as approved by the CO.

H.14.3 “As-Built” Documents. With the request for inspection for Substantial Completion, the Contractor shall provide complete sets of “as-built” drawings based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. Final As-Built Documents shall be provided at time of Final Completion/Closeout package submission, before Final Acceptance, and shall incorporate any additional final changes.

H.15 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.16 RIGHTS AND OBLIGATIONS

The rights and obligations of the parties to the contract shall be subject to and governed by the provisions of this contract, and the Statement of Work issued there under. Where there is a conflict between the contract’s terms and conditions and other attachments/documents, the contract’s terms and conditions prevail.

H.17 INITIATION OF LIQUIDATED DAMAGES

Liquidated damages shall begin a day after the date of substantial completion if substantial completion has not yet been achieved. The date of substantial completion will be established in the Notice to Proceed (NTP).

Liquidated damages shall be assessed in accordance with the requirements of Clause 52.211-12 of the Federal Acquisition Regulation, Liquidated Damages-Construction (SEP 2000).

H.18 PERMITS

The Benjamin L. Hooks Job Corp Center is a facility owned by the Department of Labor. Each Offeror will need to consult FAR Clause 52.236-7 Permits and Responsibilities.

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H.19 OVERTIME WORK

Any costs associated with overtime work required in the performance of the work included in this contract shall be considered to be included in the price of the contract. Overtime and overtime pay is subject to the requirements of FAR Clause 52.222-4, Contract Work Hours and Safety Standards – Overtime Compensation, as included in Section I.

H.20 LAWS AND REGULATIONS

H.20.1 The Contractor shall, without additional expense to the Government, be responsible for complying with the applicable Act, and the regulations, procedures and standards promulgated there under. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations, which deal with or relate to the employment of persons who perform work or are trained under contract. In the event of a conflict among the contract and such laws and regulations, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.20.2 Subcontractors. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.20.3 Evidence of Compliance. Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.21 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.22 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.23 REVIEW OF DOCUMENTS AND LOCAL CONDITIONS

H.23.1. Each Offeror is responsible for:

H.23.1.1. Thoroughly examining the Solicitation Documents and the proposed Contract Documents and understanding the requirements thereof.

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H.23.1.2. Visiting the project site and verifying all pertinent site conditions, including the past, current, and future security conditions that might have an impact upon the contractor's performance of the contract.

H.23.1.3. Knowing all applicable laws and regulations required for the performance of the Contract.

H.23.1.4. Familiarizing itself with all codes, standards and other documents referenced in the proposed Contract Documents.

H.23.1.5. Ascertaining the availability of all materials and equipment necessary to produce the work required by the proposed Contract Documents with sufficient skilled labor to perform the work.

H.24 OTHER SERVICES NOT TO RELIEVE CONTRACTOR

In the interest of expediting the project, the Government may, in its sole discretion, undertake to provide additional services for or on behalf of the Contractor which are not required of the Government under this contract. However, the Government shall be under no obligation to do so, and neither the provision nor the failure to provide such services, or the way such services are provided, shall relieve the Contractor of, or excuse the Contractor from, any of its responsibilities under the contract.

H.25 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by Government employees. The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.26 ERRONEOUS REPRESENTATIONS

The certifications and representations made by the Contractor, and in particular the certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of the contract solicitation, are material representations of fact upon which the Government relies when awarding the contract. If it is later determined that such certifications and representations were erroneous, in addition to other remedies available to the

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Government, the Government reserves the right to terminate for default any contract resulting from the solicitation.

H.27 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

H.27.1 The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated, provided that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

H.27.2 Contracting Officer Representative (COR): The Government control of the Project at the site shall be under the direction of the COR. The COR is the authorized representative of the Contracting Officer as to the interpretation of the Contract Drawings, Specifications, and other contract terms within the COR's express delegation of authority from the Contracting Officer, which will be provided in writing. The COR shall obtain the decision of the Contracting Officer when necessary.

H.27.3 Government Personnel. No Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which: (1) Constitutes an assignment of additional work outside the Statement of Work; (2) Constitutes a change as defined in the contract clause entitled "Changes;" (3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or (4) Changes any of the expressed terms, conditions or specifications of the contract. Any work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.

H.28 NOTIFICATION OF DIFFERING SITE CONDITIONS

H.28.1 Timely notification of differing site conditions as defined at Contract Clause 52.236-2, Differing Site Conditions (APR 1984), is required. In addition to the provisions of the contract clause, the following shall apply.

H.28.2 Timely notice required. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required promptly within 30 calendar days from the discovery of the conditions upon which the request for an equitable adjustment is based.

H.29 EQUITABLE ADJUSTMENTS

H.29.1 Documentation of Proposals for Equitable Adjustments.

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H.29.1.1 Direct Costs. Direct costs shall be considered to include the following:

H.29.1.1.1 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor overhead and profit associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.

H.29.1.1.2 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor overhead and profit associated with labor costs will be included in the unit costs.

H.29.1.1.3 Construction equipment exclusively necessary for the change.

H.29.1.1.4 Costs of preparation and/or revision to shop drawings resulting from the change.

H.29.1.1.5 Any incremental costs of insurance or employment taxes.

H.29.1.1.6 Bond costs, when the size of the change warrants revision.

H.29.1.2 Overhead and profit. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. Price adjustments for deleted work shall include credits for overhead and profit. On proposals covering both increases and decreases in the Contract Price, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

H.29.1.3 Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable) and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

H.29.1.4 Release by Contractor. The price and time adjustment made in any Bilateral Contract modification shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.29.1.5 If a mutually acceptable price cannot be reached, the Contracting Officer may determine the price unilaterally.

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H.30 PRESERVATION OF REFERENCE POINTS AND BENCHMARKS

The Contractor shall protect and preserve any established reference points or benchmarks and shall make no changes in their locations without the written approval of the COR. The Contractor shall notify the COR promptly should any reference points or benchmarks be lost or destroyed or require shifting because of necessary changes in grades or locations and, if the COR so directs, the Contractor shall accurately replace or relocate such reference points or benchmarks.

H.31 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS

Any organization of the Specifications into divisions or sections and the arrangement of the Contract Drawings are not intended to control the Contractor in dividing work among subcontractors, or to limit the work performed by any trade.

H.32 SPECIAL UTILITY PROVISION

The contractor shall be responsible for any and all damages to accurately marked utilities resulting from its operations. Further, the contractor shall be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but any direct costs incurred by the government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the government due to loss of power and/or facility evacuation arising from the utility damage. Contractors are to field verify and mark location of utilities shown on construction permit.

H.33 RESPONSIBILITY OF CONTRACTOR

H.33.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.33.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.33.3 Responsibility of the Contractor. It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion.

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H.34 ORGANIZATION AND DIRECTION OF THE WORK

When this contract is executed, the Contractor shall submit to the CO required information concerning the executive and administrative organization, the personnel to be employed in connection with the work site under this contract, and their respective duties. The Contractor shall keep the data furnished current by revising or supplementing it as additional information becomes available.

H.35 CONSTRUCTION OPERATIONS

H.35.1 Operations and Storage Areas.

H.35.1.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer, Contracting Officer's Representative and Center.

H.35.1.2 Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, Contracting Officer's Representative and Center, use only established site entrances and roadways.

H.35.2 Use Of Premises.

H.35.2.1 Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

H.35.2.2 Requests From Occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

H.35.2.3 Access Limited. The Contractor, its subcontractors and their employees shall not have access to, or be admitted into, any building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

H.36 SUBCONTRACTORS AND SUPPLIERS

H.36.1. Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work amongst subcontractors, or to limit the work performed by any trade.

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H.36.2. The contractor shall be responsible to the Government for acts and omissions of its own employees and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

H.36.3. The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

H.37 AVAILABILITY OF UTILITY SERVICES

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at no cost to the contractor, from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

H.38 TEMPORARY FACILITIES AND SERVICES

H.38.1 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

H.38.2 Temporary Utilities.

H.38.2.1 Responsibility. When specified in the Statement of Work, the Contractor shall obtain all water, light, power, and other utilities necessary for the completion of the work, including all final tests.

H.38.2.2 Connections. The Contractor is responsible for determining with local authorities what is required in connection with outside services and utilities, and furnishing evidence thereof to the satisfaction of the COR.

H.38.2.3 Fees and charges. The Contractor shall arrange for, and pay all fees and charges for temporary:

H.38.2.3.1 Installation of meters and other devices; and

H.38.2.3.2 Connections to existing outside services and utilities necessary for this project.

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H.38.2.4 Duration of responsibility. The Contractor shall arrange to receive, and make payment of, bills by utilities for the Contractor's consumption and use for their products and services, until the date of substantial completion of this project.

H.38.3 Temporary Sanitation Facilities. When specified, the Contractor shall establish temporary toilets and such other facilities if necessary, and as approved by the COR, for the use of the Contractor's employees. All such facilities shall be kept clean. The Contractor shall insure that similar facilities are maintained for employees of all subcontractors, including facilities maintained by a subcontractor.

H.39 INSTALLATION RULES AND REGULATIONS/CONTRACTOR PERSONNEL

H.39.1 The rules and regulations of the installation where services are performed shall apply to the contractor and his employees while on the premises of such installation. The regulations include but are not limited to presenting valid identification for entrances and obeying all posted directives.

H.39.2 Removal of Personnel. The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.39.3 Notice to the Government of Labor Disputes. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer and COR.

H.39.4 The GOVERNMENT reserves the right to deny initial access/performance and to remove previously approved contractor personnel for security reasons at any time. When denial/removal is for security reasons, the GOVERNMENT may do so without providing the rationale to the Contractor.

H.40 MATERIALS AND EQUIPMENT

H.40.1 Selection and Approval of Materials.

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H.40.1.1 Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

H.40.1.2 Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. To ensure a timely review, the Contractor shall provide a submittal register ten days after contract award and thirty days prior to start of construction activities showing when samples or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.40.1.3 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer, all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.40.1.4 Basis of Contract Price. The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.40.1.5 Substitutions.

H.40.1.5.1 Prior approval required. Before substitutions proposed by the Contractor, after acceptance of the Construction Documents, may be used in the project, the Contractor must receive approval in writing from the Contracting Officer. Any substitution request must be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for substitutions must be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best

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interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

H.40.1.5.2 Final approval on delivery. Acceptance or approval of proposed substitutions under the contract is conditional upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.40.2 "Or-Equal Clause". References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment, or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.40.3 Use and Testing of Samples.

H.40.3.1 Use. Approved samples not destroyed in testing will be sent to the COR. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

H.40.3.2 Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

H.40.3.3 Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.40.3.4 Directed Procurement. The Government may, at its option and upon notification to the Contractor, direct a specific location or source of procurement by the Contractor. In such event, the Government will issue an approved Justification and Approval, and the Contractor shall be responsible for placing the order, delivery and all related matters, subject to an equitable adjustment in the Contract Price, if applicable.

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H.41 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.41.1 Costs to be borne by Contractor. The Contractor is responsible for paying all charges, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

H.42 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.43 HAZARDOUS MATERIAL IDENTIFICATION

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)
Alternate I (Feb 2021)

In addition to the provisions of the referenced clause, the following shall apply.

H.43.1 Notification. The Contractor shall notify the COR in writing of all hazardous material deliveries five (5) calendar days before delivery of the material. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

H.43.2 Responsibility of Contractor. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

H.43.3 Compliance with laws. The Contractor shall comply with applicable local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

H.43.4 Subcontracts. The Contractor shall insert this clause, including this paragraph (H.43.4), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

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H.44 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this contract. The exclusion of lobbying costs using Department of Labor funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

H.45 SPECIAL WARRANTIES

H.45.1 Special Warranty Obligations. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

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

H.45.2 Warranty information. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for Final Completion/Closeout package.

H.46 DEFINITIONS

H.46.1 In addition to the definitions provided in Section I, FAR 52.202-1, the following definitions shall apply when used in connection with this contract:

H.46.2.1 "Contract," when referring to this agreement between the Government and the contractor, comprises and includes all of the following:

H.46.2.1.1 the Government's solicitation that led to this award;

H.46.2.1.2 all amendments to that solicitation;

H.46.2.1.3 all requirements in the sections listed in the Order of Precedence clause, H.23;

H.46.2.1.4 all authorities referenced as requirements in that solicitation, those answers, those amendments, those listed sections, or in any modifications to this contract;

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H.46.2.1.5 all modifications and change orders to this contract.

H.46.2.2 “Contract Drawings or Drawings”, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract-by-contract modification or change order.

H.46.3 “Day” means a calendar day unless otherwise specifically indicated.

H.46.4 “Material” means all materials, fixtures and other articles incorporated in or which are intended to remain with, the project.

H.46.5 “Notice to Proceed” means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

H.46.6 “Other Submittals” includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

H.46.7 “Project Data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

H.46.8 “Samples” are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

H.46.9 “Schedule of Defects” or “Punch List” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

H.46.10 “Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.46.11 “Work” means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.46.12 “Construction equipment” means all items used in performing the work for this project, but not to remain with the project.

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H.46.13 “Government” means the Government of the United States of America.

H.46.14 “Center” means the United States Job Corps Center for whose use the project is being constructed, unless otherwise designated by the Contracting Officer.

H.46.15 “Project” means the entire facility (or scope of work) to be constructed at the site, of which the work under this contract may be the whole or a part.

H.46.16 “Contracting Officer Representative (“COR”) means a person designated and appointed in writing by the Contracting Officer. The COR shall be the Government’s representative on the project for technical operations. Certain and specific Contracting Officer duties may be delegated by the Contracting Officer to the COR. The COR is authorized to act on behalf of the Contracting Officer to perform only those duties expressly delegated by the Contracting Officer and as specifically set forth in the Contract Documents.

H.46.17 “Subcontractor” means a person or entity to whom the Contractor has awarded a subcontract to perform a portion of the work at the site under this contract, and unless otherwise indicated, does not include material suppliers or manufacturers not performing work at the site.

H.46.18 “United States” or “U.S.” means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

H.47 CONFERENCES

H.47.1 Pre-Construction Conference

Conference Date: To be determined after award.

Location: To be determined after award.

H.47.1.1 After award of the contract, a date will be set for the Pre-Construction Conference. The conference will be held at the time, date and place specified.

H.47.1.2 The contractor is requested to advise the Contracting Officer of attendee’s names and positions.

H.47.1.3 The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre-Construction Conference.

H.47.1.4 Technical and contracting personnel will be available to discuss the project.

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H.48 MODIFICATIONS AND CHANGE ORDERS

Clause 52.243-4, Changes plays a significant role in performance of this construction contract. The clause provides the basis and authority for additional work, reduction in scope of work, changes to the specifications and drawings, etc. It also authorizes the Contracting Officer to unilaterally make changes to the contract while still obligating the contractor to perform these changes and continue contract performance. Change orders may occur for a variety of reasons, including differing site conditions, omissions from the drawings, Government-requested changes, contractor suggestions, value engineering, etc. Not all changes increase the contract price. There may be instances where a credit is obtained for substitution of materials or equipment, redundant or duplicative materials or equipment, reduction or deletion of work, etc.

As prescribed by FAR Part 43, a contract modification is a written change or alteration that adds to or cancels certain portions of the terms, conditions, specification or drawings and can only be issued by a Contracting Officer with an appropriate delegation of authority. Modifications shall be executed either unilaterally or bilaterally.

H.49 ENGLISH LANGUAGE DOCUMENTATION REQUIREMENT

All submittals provided by the contractor to the Government under this contract that are not provided in the English language shall be accompanied by an English language translation.

H.50 TRAFFICKING PERSONS COMPLIANCE PLAN CERTIFICATION

Contractors shall certify annually to the CO and COR that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with Section H.50 Labor Relations & Actions, and the trafficking in persons clause 52.222-50 COMBATING TRAFFICKING IN PERSONS. The certification shall confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

H.51 REPORTING ACCIDENTS

The Contractor shall provide notice to the Government and prepare a written report of any kind of incident or accident involving damage to property or injury of personnel. Notice of property damage shall be provided to the Contracting Officer and Contracting Officer's Representative within two hours of the incident, if during normal business hours, or within two hours of the beginning of the next workday if the incident occurs other than during duty hours. In event of an accident or incident involving serious injury or death or the discharge of a firearm, the Contractor shall notify the Contracting Officer and Contracting Officer's Representative within one hour. The Contractor shall prepare a detailed written report of each incident or accident and forward one

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copy of the report to the Contracting Officer and one copy to the designated COR not later than 48 hours after the occurrence of the incident.

H.52 ORGANIZATIONAL CONFLICT OF INTEREST

H.52.1 The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

H.52.2 The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

H.52.3 If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

H.52.4 The Contractor shall insert the substance of this clause, including this paragraph (H.52.4), in all subcontracts.

H.53 CONFLICTS OF INTEREST

The firm that developed the schematic design documents included in this contract and any architect or engineer, in any discipline, who contributed to the design or development of the schematic design documents included in this contract is not eligible to: a) render services to the contractor awarded the construction contract (Contractor), that involve the review, verification, or construction based upon the schematic documents; b) serve as part of the Contractor's team in any capacity; nor c) render services that involve the review, verification, or construction based upon the schematic documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the contractor may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

H.54 KEY PERSONNEL

H.54.1 The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed (must include, but is not limited to Project Manager, Construction Superintendent and Quality Control Manager). Accordingly, the Contractor agrees to assign to this contract those key persons whose qualifications were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to

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and concurrence of the Contracting Officer. During the first thirty days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

H.54.2 All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least ten (10) days in advance of the proposed substitution. Such notification shall include:

H.54.2.1 an explanation of the circumstances necessitating the substitution;

H.54.2.2 a complete resume of the proposed substitute; and

H.54.2.3 any other information requested by the Contracting Officer to enable them to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.55 DOL 2020-01 CONTRACTOR PERSONNEL TELEWORK (JANUARY 2020)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

B. Definitions

None

C. Requirements

Contractors Personnel Telework:

1. Telework for contractor personnel (when/where appropriate) may be authorized on an ad hoc or routine basis in accordance with the contract's terms and conditions, with prior coordination between the contracting officer's representative (COR) and the contractor's program manager, and written approval by the COR.

2. When authorized to telework, the following shall apply:

a. Contractor personnel authorized to telework will be provided the Department of Labor (DOL) equipment for secure authenticated access. No other equipment is authorized for use when teleworking.

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- b. Contractor personnel must employ appropriate safeguards and comply with all applicable DOL and Federal policies, specification/ requirements, and procedures related to Personally Identifiable Information, security, network, data, and communications.
- c. The Government shall not provide or reimburse contractor personnel for internet connectivity.

H.56 ADVANCING EQUITY IN THE ENGAGEMENT OF WORKERS PERFORMING SERVICES UNDER THE CONTRACT (2022)

This contract provision does not require contractors to take any particular action. It merely provides information to encourage contractors to advance diversity and equity.

In accordance with Executive Order (E.O.) 13985, contractors and subcontractors performing under DOL contracts should adhere to policies and practices that promote fair, just, and impartial treatment of all individuals. Contractors and subcontractors should advance equity in the engagement (whether through hiring, subcontracting, or otherwise) of individuals to perform services required under any DOL contract, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality (“underserved communities”).

To realize this, contractors should conduct outreach to underserved communities with respect to employment and subcontracting opportunities, to include, among other things, working with affinity groups, colleges and universities, minority serving educational institutions, and other similar organizations, for example the National Black Chamber of Commerce, Asian Pacific Partners for Empowerment, Advocacy & Leadership, and the U.S. Hispanic Chambers of Commerce, Hispanic Associations of Colleges and Universities (HACUs), Historically Black Colleges and Universities (HBCUs), and Tribal Colleges and Universities (TCUs).

Contractors are encouraged to share with DOL, information about their efforts and success in achieving diversity and equity in the engagement of contractor and subcontractor staff assigned to this contract. Of particular interest and value for DOL would be insights from the contractor on the number of individuals from underserved communities that are providing services in support of this contract, and their geographic location.

The terms “underserved communities,” “diversity,” equity,” and accessibility,” as used in this provision have the same definition as in E.O. 13985.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (Reference 52.107(b))

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 Regulation (FAR)

<https://www.acquisition.gov/browse/index/far>

Department of Labor Acquisition Regulation

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
FAR 52.202-1	Definitions	JUN 2020
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-5	Covenant Against Contingent Fees	MAY 2014
FAR 52.203-7	Anti-Kickback Procedures	JUN 2020
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-14	Display of Hotline Poster(s)	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
FAR 52.204-7	System for Award Management	OCT 2018
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
FAR 52.204-13	System for Award Management Maintenance	OCT 2018

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NUMBER	TITLE	DATE
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
FAR 52.209-12	Certification Regarding Tax Matters	OCT 2020
FAR 52.209-13	Violation of Arms Control Treaties or Agreements- Certification	NOV 2021
FAR 52.210-1	Market Research	NOV 2021
FAR 52.211-18	Variation in Estimated Quantity	APR 1984
FAR 52.215-2	Audit and Records - Negotiation	JUN 2020
FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	JUN 2020
FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	JUN 2020
FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	NOV 2021
FAR 52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
FAR 52.219-8	Utilization of Small Business Concerns	OCT 2020
FAR 52.219-14	Limitations on Subcontracting	OCT 2022
FAR 52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2023
FAR 52.222-1	Notice to the Government of Labor Disputes	FEB 1997
FAR 52.222-3	Convict Labor	JUN 2003
FAR 52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation	MAY 2018
FAR 52.222-6	Construction Wage Rate Requirements	AUG 2018
FAR 52.222-7	Withholding of Funds	MAY 2014
FAR 52.222-8	Payrolls and Basic Records	JUL 2021

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NUMBER	TITLE	DATE
FAR 52.222-9	Apprentices and Trainees	JUL 2005
FAR 52.222-10	Compliance with Copeland Act Requirements	FEB 1988
FAR 52.222-11	Subcontracts (Labor Standards)	MAY 2014
FAR 52.222-12	Contract Termination-Debarment	MAY 2014
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
FAR 52.222-14	Disputes Concerning Labor Standards	FEB 1988
FAR 52.222-15	Certification of Eligibility	MAY 2014
FAR 52.222-21	Prohibition of Segregated Facilities	APR 2015
FAR 52.222-26	Equal Opportunity	SEP 2016
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
FAR 52.222-35	Equal Opportunity for Veterans	JUN 2020
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
FAR 52.222-37	Employment Reports on Veterans	JUN 2020
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
FAR 52.222-50	Combating Trafficking in Persons	NOV 2021
FAR 52.222-54	Employment Eligibility Verification	MAY 2022
FAR 52.222-55	Minimum Wages Under Executive Order 14026	JAN 2022
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEPT 2013
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	FEB 2021
FAR 52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
FAR 52.223-6	Drug-Free Workplace	MAY 2001
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 2016
FAR 52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	JUN 2016
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 2018
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
FAR 52.223-20	Aerosols	JUN 2016
FAR 52.223-21	Foams	JUN 2016
FAR 52.224-1	Privacy Act Notification	APR 1984
FAR 52.224-2	Privacy Act	APR 1984

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NUMBER	TITLE	DATE
FAR 52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
FAR 52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
FAR 52.227-1	Authorization and Consent	JUN 2020
FAR 52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
FAR 52.228-2	Additional Bond Security	OCT 1997
FAR 52.228-5	Insurance-Work on a Government Installation	JAN 1997
FAR 52.228-11	Individual Surety—Pledge of Assets	FEB 2021
FAR 52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
FAR 52.228-14	Irrevocable Letter of Credit	NOV 2014
FAR 52.228-15	Performance and Payment Bonds-Construction	JUN 2020
FAR 52.229-3	Federal, State, and Local Taxes	FEB 2013
FAR 52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-18	Availability of Funds	APR 1984
FAR 52.232-23	Assignment of Claims	MAY 2014
FAR 52.232-27	Prompt Payment for Construction Contracts	JAN 2017
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
FAR 52.233-1 ALT I	Disputes – Alternate I	DEC 1991
FAR 52.233-3	Protest after Award	AUG 1996
FAR 52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
FAR 52.236-2	Differing Site Conditions	APR 1984
FAR 52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
FAR 52.236-5	Material and Workmanship	APR 1984
FAR 52.236-6	Superintendence by the Contractor	APR 1984
FAR 52.236-7	Permits and Responsibilities	NOV 1991
FAR 52.236-8	Other Contracts	APR 1984
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
FAR 52.236-10	Operations and Storage Areas	APR 1984
FAR 52.236-11	Use and Possession Prior to Completion	APR 1984
FAR 52.236-12	Cleaning Up	APR 1984
FAR 52.236-13 ALT I	Accident Prevention – Alternate I	NOV 1991

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NUMBER	TITLE	DATE
FAR 52.236-14	Availability and Use of Utility Services	APR 1984
FAR 52.236-15	Schedules for Construction Contracts	APR 1984
FAR 52.236-16	Quantity Surveys	APR 1984
FAR 52.236-17	Layout of Work	APR 1984
FAR 52.236-21 ALT I	Specifications and Drawings for Construction – Alternate I	APR 1984
FAR 52.236-22	Design Within Funding Limitations	APR 1984
FAR 52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
FAR 52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
FAR 52.236-25	Requirements for Registration of Designers	JUN 2003
FAR 52.236-26	Preconstruction Conference	FEB 1995
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.243-4	Changes	JUNE 2007
FAR 52.243-7	Notification of Changes	JAN 2017
FAR 52.244-2	Subcontracts	JUN 2020
FAR 52.244-5	Competition in Subcontracting	DEC 1996
FAR 52.244-6	Subcontracts for Commercial Items	MAR 2023
FAR 52.245-1	Government Property	SEP 2021
FAR 52.245-9	Use and Charges	APR 2012
FAR 52.246-21	Warranty of Construction	MAR 1994
FAR 52.248-3	Value Engineering-Construction	OCT 2020
FAR 52.249-2 ALT I	Termination for Convenience of the Government (Fixed-Price) – Alternate I	SEP 1996
FAR 52.249-10	Default (Fixed-Price Construction)	APR 1984
FAR 52.249-14	Excusable Delays	APR 1984
FAR 52.253-1	Computer Generated Forms	JAN 1991

I.2 FAR 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
14.7%	6.9%

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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 Tennessee, Shelby County, Memphis.

I.3 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause—

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“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content;

(2) Submit this estimate to **Contracting Officer’s Representative.**

I.4 FAR 52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT (DEC 2022)

(a) Definitions. As used in this clause—

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(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

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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.

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

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None

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

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

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

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

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

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

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

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

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

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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(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 1			
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.]

I.5 FAR 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.

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(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.

I.6 RESERVED

I.7 FAR 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 Contractor shall gather the required data during the site visit.

(b) Weather conditions Contractor shall gather the required data during the site visit.

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- (c) Transportation facilities Contractor shall gather the required data during the site visit.
- (d) Contractor shall gather the required data during the site visit.

I.8 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: NONE

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SECTION J – LIST OF ATTACHMENTS

- J.1 GENERAL DECISION NUMBER: TN20230200 05/12/2023
- J.2 STANDARD FORM 1413 – STATEMENT OF ACKNOWLEDGMENT – [CLICK HERE!](#)
- J.3 CRITICAL PATH METHOD (CPM) CHECKLIST
- J.4 SCHEDULE OF VALUES (SOV) CHECKLIST
- J.5 REPORTS, SURVEYS, AND DRAWINGS – [CLICK HERE!](#)
- J.6 STATEMENT OF WORK

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOLAR 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

K.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEPT 2007
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
FAR 52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
FAR 52.204-26	Covered Telecommunications Equipment or Services-Representation	OCT 2020
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	NOV 2015
FAR 52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals – Representation	DEC 2016
FAR 52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020

K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
- (2)
 - (i) Those prices;
 - (ii) The intention to submit an offer; or

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(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

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

(2) The small business size standard is **\$45.0 million.**

(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

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manufacture, process, or produce is 500 employees , or 150 employees for information technology value-added resellers under NAICS code 54159 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:

(i) ☐ Paragraph (d) applies.

(ii) ☐ 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.

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(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 will be performed in the United States or its outlying areas.

(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.

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(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 will be performed in the United States or its outlying areas.

(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 items.

(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.

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(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 Certifications. 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 website 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

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reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

K.4 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

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

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

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

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

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

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

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

K.5 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance

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and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2023)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

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(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern—

(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 (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern –

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(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is—
236220

(2) The small business size standard is \$45.0 million.

(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 (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 54159 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.

(c) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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 (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror 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 offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer 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 (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror 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 offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

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(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

L.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FAR 52.204-7	System for Award Management	OCT 2018
FAR 52.211-6	Brand Name or Equal	AUG 1999
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition	NOV 2021
FAR 52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work	MAY 2014
FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals – Representation	DEC 2016
FAR 52.236-28	Preparation of Proposals – Construction	OCT 1997
FAR 52.247-6	Financial Statement	APR 1984

L.2 FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

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L.3 FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JUL 2021)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>)

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(1) Using the ASSIST Shopping Wizard (<http://assist.dla.mil/wizard/index.cfm>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

L.4 FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

U.S. Department of Labor
Job Corps Acquisition Services
200 Constitution Ave, NW
Suite N-4643
Washington, DC 20210

Contracting Officer: Emily M. Giardino, Giardino.emily.m@dol.gov

Contract Specialist: Barbara Eschels, eschels.barbara.a@dol.gov

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED-PRICE** contract resulting from this solicitation.

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L6 FAR 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:

Contracting Officer
Emily M. Giardino
Email address: giardino.emily.m@dol.gov

Hand-Carried and Mailing Address:

U. S. Department of Labor
Job Corps Acquisition Services
200 Constitution Ave, NW
Suite N-4643
Washington, DC 20210

Email Address: giardino.emily.m@dol.gov

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

L.7 FAR 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-

June 15, 2023, at 9 AM Local Time (10 AM ET/9 AM CT)

(c) Participants will meet at-

Benjamin L. Hooks Job Corps Center
1555 McAlister Dr.
Memphis, TN 38116

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Offerors are requested to advise the issuing office of attendee's names, and title/positions.

The contractor is responsible for making all arrangements and for all costs and expenses to attend and participate in the Site Visit.

No questions will be permitted during the site visit. All questions must be submitted in writing in accordance with Section L.10 of the solicitation.

L.8 RFP QUESTIONS: Each question shall be sent via email to JCASConstructionProcurement@dol.gov. Clearly specify the solicitation area (page, paragraph, etc.) to which the question refers.

Contractors shall submit Questions and Clarifications pertaining to this Request for Proposal directly to JCASConstructionProcurement@dol.gov. Questions shall be received no later than **June 20, 2023, at 2:00 PM Eastern**. The email's subject line shall be structured as follows: [Solicitation Number] – [Project Title] – [Company Name]. For example, 1605AE-23-R-00010 – HVAC & Roof Replacement @ Benjamin L Hooks JCC – Acme, Inc.

L.9 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference (by Citation Number, Title, and Date), 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 Regulation (FAR)
<https://www.acquisition.gov/content/regulations>

Department of Labor Acquisition Regulation (DOLAR)
<https://www.acquisition.gov/dolar>

L.10 FAR 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984) (Reference 52.107(c))

Portions of this solicitation are altered as follows: NONE

L.11 CONFLICTS OF INTEREST

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The firm that developed the schematic documents included in this solicitation and any architect or engineer, in any discipline, who contributed to the design or development of the schematic documents included in this solicitation is not eligible to: a) render services to the offerors competing for award of this construction contract; b) serve as part of the offeror's construction team in any capacity; nor c) render services that involve the review, verification, or construction based upon the schematic documents to any subcontractor at any tier on the project. Before engaging the services of a sub-consultant, the offeror may request the Contracting Officer review the level of involvement and contributions made by a sub-consultant to determine if a conflict of interest exists.

L.12 TWO-PHASE DESIGN-BUILD ACQUISITION

This acquisition will be conducted in accordance with the Two-Phase Design-Build Selection Procedures as described in FAR Subpart 36.3. This solicitation will cover both phases as discussed below.

L.12.1 PHASE ONE

Proposals will be evaluated in Phase One to determine which Offerors will submit proposals for Phase Two.

Phase One will consist of a technical, past performance, and capabilities evaluation to determine which Offerors are the most highly qualified for the proposed effort. **No pricing information will be requested or evaluated during Phase One.**

After evaluating the Phase One proposals, the Contracting Officer will select **no more than the three (3) most highly qualified Offerors** and request that only those Offerors submit Phase Two proposals.

L.12.2 PHASE TWO

A **maximum of three (3) Offerors** will be permitted to participate in Phase Two of this acquisition.

Phase Two of this acquisition will be conducted in accordance with FAR Part 15 and will include evaluation factors developed in accordance with FAR 15.304. These evaluation factors will include technical and price factors.

L.13 PROPOSAL PREPARATION INSTRUCTIONS

L.13.1 GENERAL INSTRUCTIONS

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L.13.1.1. The offeror shall submit the proposal in accordance with these instructions and include all data and information required by the solicitation. Offerors are advised to submit a proposal which is clear and comprehensive without additional explanation or information, but in sufficient detail for effective evaluation by the Government. The intent of the proposal shall be to provide sufficient data to support a decision for selection of a qualified contractor and allow for contract award. Nonconformance with the instructions may be cause for rejection of the proposal.

L.13.1.2. Only Phase One proposals will be accepted during Phase One of the acquisition. Any Phase Two proposals submitted during Phase One will not be evaluated.

L.13.1.3. Only Phase Two proposals, from Offerors permitted to participated in Phase Two, will be accepted during Phase Two of the acquisition. Any Phase One proposals submitted during Phase Two will not be evaluated. Any Phase Two proposals submitted by Offerors that were not permitted to participate Phase Two will not be evaluated.

L.13.1.4. In accordance with FAR 36.3, the Department of Labor is requesting electronic proposals in response to this solicitation. Accordingly, the Department of Labor WILL NOT accept proposals by mail, hand-carry, or commercial courier. No physical proposals will be accepted in response to this solicitation. All proposals must be submitted by electronic commerce only.

L.13.1.5. Proposals shall be delivered via email to the following email address: JCASConstructionProcurement@dol.gov. The email's subject line shall be structured as follows: [Solicitation Number] – [Project Title] – [Company Name]. For example, 1605AE-22-B-00001 – Dayton Exterior Envelope Repair – Acme, Inc.

L.13.1.6. When submitting a proposal on electronic media, the offeror must ensure that the submission is readable, in the format specified in the solicitation, and has been verified as free of computer viruses.

L.13.1.7. All information related to the offeror's proposal must be included in files attached to the email submission. No pricing, or other proposal information shall be included in the message of the email.

L.13.1.8. Organization. Organize proposal files by area, element number, and paragraph number to correspond to the requirements of the proposal preparation instructions. Use file names and headers that clearly identify each element in the proposal.

L.13.1.9. Language. Use only the English language. Submit an English translation for all information originally provided in another language. *If an English translation is not provided, DOL will not review or consider the information submitted only in another language.* Non-English language pages are not included in any page counts.

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L.13.1.10. Page Limits. Maximum page limits for each element are identified. If a proposal exceeds the allowable page limits, DOL will consider only the designated number of pages, starting with the first page of each factor, or may eliminate the Offeror from consideration, at its discretion. Tables of contents, header pages, etc. will not be counted.

L.13.1.11. Page Size. Pages are based on a single-sided 8 ½" x 11" (or A4) sheet.

L.13.1.12. Font. Submit proposals in size 10–12-point minimum font, Times New Roman or Arial with minimum one-inch margins.

L.13.1.13. Color. Submit text as black writing on a white background. Text this is difficult to read due to the use of colored text, colored background, and/or font selection may result in a failure of one or more elements.

L.13.1.14. Format and Copies. Provide an electronic copy via e-mail. Only the following file formats should be included in the e-mail submission: Word, PDF, Excel. Attachments in other file formats may not be considered in the evaluations of proposals.

L.13.2 MAGNITUDE OF CONSTRUCTION

The magnitude of construction is between \$ 5,000,000 and \$ 10,000,000 as shown in FAR 36.204

L.13.3 PROPOSAL SUBMISSION

L.13.3.1 PHASE ONE PROPOSAL CONTENTS

The Phase One proposal will only consist of one volume. This volume can be contained in a single file or can be split into multiple files to cover each element.

L.13.3.1.1. **Due Date/Time**. Phase One proposals are due at the date and time listed in Block 13 of Page 1 of this solicitation.

L.13.3.1.2. **Cover Letter**. All Phase One proposals must include a cover letter that includes the following information:

L.13.3.1.2.1. Name and address of prime contractor or JV that is submitting the proposal.

L.13.3.1.2.2. Point of contact information for Offeror, with a minimum of name, address, phone number, and email address.

L.13.3.1.2.3. Offeror's Unique Entity ID number.

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L.13.3.1.2.4. Expression of intent to submit a Phase Two proposal if permitted to participate in Phase Two.

L.13.3.1.3. FACTOR 1: Construction Project Experience

This factor is intended to evaluate the construction project experience of the Offeror and its JV partners, if applicable, and subcontractors.

L.13.3.1.3.1. Page Limit. Ten (10) pages total, with no more than four (4) pages per project.

L.13.3.1.3.2. Relevant Projects. The term “relevant projects” means those projects similar in scope, complexity and dollar value (USD), in that order of importance. For example, submitting only building renovation project examples would not be considered relevant to demonstrate technical project experience necessary to perform new construction.

L.13.3.1.3.3. Project Examples. Submit three (3) examples of relevant projects, either completed (substantially or finally) within the past five (5) years, demonstrating the Offeror’s technical capabilities to perform the Project. If the Offeror submits more than the required number of project examples, DOL will evaluate only the stated number of projects, in the order presented in the Offeror’s submittal.

L.13.3.1.3.4. JV Project Examples. As stated above, three (3) relevant project examples are required. Of the three (3) examples, offerors organized as a JV shall submit at least one (1) example of a relevant project for each JV partner to demonstrate technical project experience for the JV partner’s proposed role in the Project.

L.13.3.1.3.5. The following additional requirements apply to the project examples:

L.13.3.1.3.5.1. Project Name and Contract Number.

L.13.3.1.3.5.2. Description of project scope and identification of relevancy to work required for this contract.

L.13.3.1.3.5.3. Name of contractor responsible for the project. Identify whether the Offeror was a prime, subcontractor, or a JV partner on the project example.

L.13.3.1.3.5.4. Description of the type of work performed by the Offeror including identification of specific trades self-performed.

L.13.3.1.3.5.5. Actual start and completion dates (month/year), and originally scheduled completion date (month/year). Explain any differences between the actual and originally scheduled completion dates.

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L.13.3.1.3.5.6. The percentage of the construction work self-performed by the Offeror. Percentage shall be provided as a portion of the total construction value of the project.

L.13.3.1.4. FACTOR 2: Design Project Experience

This factor is intended to evaluate the design project experience of the Offeror and its JV partners, if applicable, and subcontractors.

L.13.3.1.4.1. Page Limit. Ten (10) pages total, with no more than four (4) pages per project.

L.13.3.1.4.2. Relevant Projects. The term “relevant projects” means those projects similar in scope, complexity and dollar value (USD), in that order of importance.

L.13.3.1.4.3. Project Examples. Submit three (3) examples of relevant projects, either completed (substantially or finally) within the past five (5) years, demonstrating the Offeror’s technical capabilities to design the Project. If the Offeror submits more than the required number of project examples, DOL will evaluate only the stated number of projects, in the order presented in the Offeror’s submittal.

L.13.3.1.4.4. JV Project Examples. As stated above, three (3) relevant project examples are required. Of the three (3) examples, offerors organized as a JV shall submit at least one (1) example of a relevant project for each JV partner to demonstrate technical project experience for the JV partner’s proposed role in the Project.

L.13.3.1.4.5. The following additional requirements apply to the project examples:

L.13.3.1.4.5.1. Project Name and Contract Number.

L.13.3.1.4.5.2. Description of project scope and identification of relevancy to work required for this contract.

L.13.3.1.4.5.3. Name of architect-engineer firm responsible for the design. Identify whether the Offeror was a prime, subcontractor, or a JV partner on the project example.

L.13.3.1.4.5.4. A description of the design approach with salient features for each project.

L.13.3.1.4.5.5. An explanation of how the client’s program, function, image, mission, cost control, schedule, and operational objectives were satisfied by the overall design/planning solution.

L.13.3.1.5. FACTOR 3: Past Performance.

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This factor is intended to evaluate the quality of the past performance of the Offeror and its JV partners, if applicable. Past performance of subcontractors that will perform major or critical aspects of the requirement will also be considered.

L.13.3.1.5.1. Offerors shall submit the following information regarding their past record. That information will be used solely to identify projects and determine their relevance to the evaluation of past performance in accordance with Section M. Offerors are not being requested to provide their opinion of the quality or effectiveness of their performance but only to identify those projects which they believe are relevant and should be considered by DOL in making DOL's own assessment of the quality and effectiveness of their performance.

L.13.3.1.5.2. **Project Examples Past Performance:** One (1) page limit for each example.

L.13.3.1.5.3. For each relevant project example submitted provide the following information:

L.13.3.1.5.3.1. The period of your performance (beginning and ending date).

L.13.3.1.5.3.2. The name, address, phone number and email of a point of contact for this project.

L.13.3.1.5.3.3. Projects identified should include work experience within the five (5) years preceding the submission of this proposal.

L.13.3.1.5.3.4. Offerors shall identify projects they performed as the prime.

L.13.3.1.5.3.5. Completed Past Performance Questionnaires emailed directly to the Contract Specialist (see Section J for template).

L.13.3.1.5.4. The Offeror's work under the identified projects should be similar in size, scope, and complexity to the requirements of this solicitation and should include information to demonstrate such similarity.

L.13.3.1.5.5. In the case of a proposal by a joint venture (JV), the Offeror must provide information on the JV's past performance or, in cases where the JV is newly formed and no past performance exists, the JV shall provide past performance information on the individual entities comprising the JV. This information shall describe the relevant experience of the JV or individual entities, as applicable.

L.13.3.1.5.6. **Other Sources:** The Offeror is not required to submit anything for this element. In evaluating the Offeror's past performance, the Government may consider the information in the Offeror's submittal as well as information gathered from other sources including former customers, Government agencies, federal databases (e.g., CPARS), and other references.

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L.13.3.1.5.7. As defined by FAR 2.1, past performance refers to the Offeror's performance on active and physically completed contracts. An Offeror who has no record of past performance or for whom information on past performance is not available will receive a neutral rating for this factor.

L.13.3.2 PHASE TWO PROPOSAL CONTENTS (APPLICABLE AFTER PHASE ONE FOR OFFERORS PERMITTED TO PARTICIPATE IN PHASE TWO)

The Phase Two proposal will consist of two volumes. This proposal must be divided into at least two (2) separate files, as the Volume One contents cannot be in the same file as the Volume Two contents. Each volume may be divided into more than one file. Phase Two proposals shall not include any revisions to Phase One proposal information. Such revisions will not be evaluated.

L.13.3.2.1. **Due Date/Time.** Phase Two proposals are due at the date and time listed in the invitation to participate in Phase Two.

L.13.3.2.2. VOLUME ONE (Price and Pro Forma Proposal)

L.13.3.2.2.1. **Completed Standard Form 1442.** All solicitation amendments must be properly acknowledged. Amendments may also be acknowledged on the Standard Form 30 on which they were issued.

L.13.3.2.2.2. FACTOR 4: Price.

The intent of this factor is to evaluate the price proposed for this effort. Offerors shall submit a completed Section B.2, Contract Price, with legible prices for all applicable CLINs.

L.13.3.2.2.3. **Company Financial Statement.** Provide a copy of the company's latest financial report.

L.13.3.2.2.4. **Applicable Certifications** as required in Section K of this IFB, if not already updated in SAM.gov.

L.13.3.2.2.5. **Small Business Subcontracting (SBS) Plan.** If the offeror is a large business, a subcontracting plan for Small Business and Small Disadvantaged Business concerns shall be submitted in this volume in accordance with FAR Clause 52.219-9. For the fiscal year 2023, the Department's subcontracting goals are as follows:

Goal for Prime Contracting to SB:	61%
Goal for Prime Contracting to SDB:	11%
Goal for Prime Contracting to WOSB:	7%
Goal for Prime Contracting to SDVOSB	3%
Goal for Prime Contracting to HUBZone:	3%

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L.13.3.2.2.6. Joint Venture Agreement/Signed Statement of JV Intent & Description of Partnership. If the planned organizational structure for the Offeror is a JV, provide a Statement of Intent to form a JV, signed by all parties to the JV. If a formal JV has already been formed, the JV agreement may be submitted in lieu of the Statement of Intent. State if the Offeror is not submitting as a JV.

L.13.3.2.3. VOLUME TWO (Technical Proposal)

L.13.3.2.3.1. FACTOR 5: Technical Approach

L.13.3.2.3.1.1. Understanding Scope. Page limit: 10. Provide a detailed narrative that identified the Offeror's understanding of the overall scope for the Project. Identify all the major scope components of the Project. Provide a discussion of the technical approach to the Project that demonstrates an understanding of the phasing (if applicable), geographic constraints, and other anticipated challenges. Demonstrate a clear understanding of the following: design requirements, regulatory and code considerations for the design, use of local labor, potential material shortages, local labor and subcontractor markets, local storage of materials, lay-down area(s), and weather factors. Identify challenges as well as potential solutions.

L.13.3.2.3.1.2. Schedule. Page limit: 3 (one for schedule and two for narrative). Format: Critical Path Method (CPM) format. Provide a project schedule in color (using Microsoft Project for projects valued below \$10 million, and P6 for projects valued at or above \$10 million) inclusive of all applicable activities and listing all milestones, to demonstrate an understanding of the Project scope, restraints, phasing, and local conditions. Offeror shall also include a schedule narrative detailing their approach and sequencing of activities for the proposed contract.

L.13.3.2.3.2. FACTOR 6: Management and Organization

L.13.3.2.3.2.1. Offeror's Organization for the Project. Page limit: 2, plus organizational chart. Identify all of the major components of the team for the Project and explain how their work will be integrated into the overall scope. Provide an organizational chart showing the relationship between the Offeror, architect-engineer (if other than Offeror), prime construction contractor (if other than Offeror), subcontractors, QC personnel, safety personnel, and DOL.

L.13.3.2.3.2.2. Key Personnel Resumes. Page limit: 2 per resume. Provide a resume for each Contractor key personnel. Provide additional resumes for other management and staff positions deemed critical by the Offeror, in the Home (headquarters and support) and Field Offices. Resumes shall include name, educational background, present employer, present position or title, total years of experience and years of experience with the Offeror, training, types of experience by years, English language proficiency, and any additional pertinent information in sufficient detail to substantiate qualifications and facilitate evaluation of qualifications and technical competence.

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Experience shall be in similar roles for projects relevant to the Project. Resumes for each key personnel not currently employed by the Offeror must indicate that the proposed key personnel intends to accept the position if the Offeror is selected and shall confirm that the parties have mutually agreed to a salary. All resumes shall be current within 90 days of proposal submission.

L.14 EVIDENCE OF AUTHORITY TO SIGN PROPOSAL

Evidence of the authority of individuals signing offer to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer an invalid or nonresponsive.

L.15 INCURING COSTS

The Department of Labor is not liable for any costs incurred by the Offeror submitting proposals in response to this solicitation.

L.16 RECEIPT OF UNREADABLE ELECTRONIC PROPOSAL

If a proposal received is unreadable to the degree that conformance to the essential requirements of the request for proposal cannot be ascertained, the proposal will be rejected unless the Offeror provides clear and convincing evidence of the content of the offer as originally submitted, and that the unreadable condition of the offer was caused by Government software or hardware error, malfunction, or other mishandling.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered 2952.XXX... Are Department of Labor Acquisition Regulation Clauses.

M.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

For this solicitation, there are NO clauses in this Section.

M.2 INTRODUCTION

This section outlines the criteria the Government will use in evaluating offers received for the Design-Build project. Each of the Phase One proposals received will be evaluated on the following factors: 1) Construction Project Experience, 2) Design Project Experience, and 3) Past Performance. A maximum of three (3) Phase One Offerors, found to be the most qualified, will be invited to submit Phase Two proposals. All Phase Two proposals will be evaluated on the following factors: 4) Price, 5) Technical Approach, and 6) Management and Organization.

M.3 BASIS OF AWARD

M.3.1. The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposals (Phase One and Phase Two) conform to the requirements of the solicitation and is determined to be the best value to the Government.

M.3.2. All evaluation factors other than price, when combined, are significantly more important than price.

M.3.3. The Government will use a tradeoff process which allows the Government to accept other than the lowest priced proposal.

M.3.4. In accordance with FAR provision 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to make award on the basis of initial proposals, without discussions or any opportunity to make a further submission. Each initial offer should contain the Offeror's best terms from a price and technical standpoint.

M.4 EVALUATION FACTORS

M.4.1. FACTOR 1 CONSTRUCTION PROJECT EXPERIENCE

The Government will evaluate the degree of relevancy of the Offeror's proposed projects to the subject Project.

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M.4.2. FACTOR 2 DESIGN PROJECT EXPERIENCE

The Government will evaluate the degree of relevancy of the Offeror's proposed projects to the subject Project.

M.4.3. FACTOR 3 PAST PERFORMANCE

M.4.3.1. Relevance determination. Only those projects deemed relevant will be considered in the evaluation of past performance. Relevant projects are those of similar size, scope, and complexity to the work required in this solicitation. Note that only projects performed in the last five (5) years will be deemed relevant. Projects not found to be similar in scope, size, or complexity and projects older than five (5) years are not relevant and will not be considered.

M.4.3.2. Quality of Performance determination. In assessing the quality or effectiveness of the Offeror's performance in relevant projects, the evaluators may rely on CPARS, as well as other reports and audits of the Office of the Inspector General, esrs.gov, and other sources of data. DOL will not consider, however, the Offeror's description of the quality or effectiveness of its own performance. Such information, if submitted by the Offeror, is not considered objective and will not be considered.

M.4.3.3. The Government will consider past performance information for the entity proposed as the prime contractor, as well as information for proposed subcontractors that will perform major or critical aspects of the requirement, when such information is relevant to this procurement. However, greater emphasis may be placed on the past performance of the prime contractor.

M.4.4. FACTOR 4 PRICE

In accordance with FAR 15.404-1, the Government will conduct a price analysis to assess whether the Offeror's proposed price is fair and reasonable.

M.4.5. FACTOR 5 TECHNICAL APPROACH

M.4.5.1. The Offeror's proposal must (1) comply with the requirements of law, regulation, all conditions as stated in the solicitation, and (2) must display an understanding of the requirements as stated in the solicitation. Proposals that fail to satisfactorily demonstrate that the following areas will be satisfied, or that merely restate the requirements listed in the solicitation, may be determined unacceptable.

M.4.5.2. Understanding Scope. The Government will evaluate the degree to which the Offeror's narrative takes into consideration the elements identified and demonstrates a clear understanding of the Project scope and the particular risks associated with the Project, including local conditions.

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M.4.5.3. **Schedule.** The Government will evaluate the degree to which the Offeror's schedule is likely to achieve success in meeting the contract completion date, and the degree to which the schedule adequately reflects the unique conditions and risks associated with the Project.

M.4.6. FACTOR 6 MANAGEMENT AND ORGANIZATION

M.4.6.1. **Offeror's Organization for the Project.** The Government will evaluate the degree to which chains of responsibility and lines of communication are logical and efficient, and the likelihood of success of Project completion, based on the organization structure.

M.4.6.2. **Key Personnel Resumes.** The Government will evaluate whether the resumes demonstrate appropriate professional qualifications, specialized experience, technical competence in the role(s) proposed, and meet the minimum requirements of the contract. The Government will review past experience of key personnel not employed by the Offeror to evaluate and determine probability of the personnel's sufficient commitment to the resulting contract.

M.5 RESERVED