

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W56HZV-12-R-A504	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-Dec-2012	PAGE OF PAGES 1 OF 161
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY ARMY CONTRACTING COMMAND - WARREN 6501 E. 11 MILE ROAD WARREN MI 48397-5000 TEL: FAX:	CODE W56HZV	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE ARMY CONTRACTING COMMAND - WARREN LEE TAPPY CCTA-HDC-D/MS 350 LEE.F.TAPPY.CIV@MAIL.MIL WARREN MI 48397-5000 TEL: 586-282-5763 FAX: 586-282-8636	W56HZV
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9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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SOLICITATION

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

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

THE RESULTANT CONTRACT WILL BE A MULTIPLE AWARD INDEFINITE DELIVERY, INDEFINITE QUANTITY (MA IDIQ) CONTRACT.

A. This acquisition is 100% Set-Aside for Small Business.

B. Assigned NAICS Codes is 236220, "Commercial and Institutional Building Construction" with a small business size standard of \$33.5 million.

C. The number of contracts that may be awarded as a result of this solicitation is approximately five (5) individual MA IDIQ contracts.

D. The estimated value for all task orders to be placed over the five (5) year ordering period of the resulting contract will be \$75 million.

E. Block 11, Period of Performance, will be cited within the individual Task Orders.

F. Block 12, Performance and Payments Bonds, are applicable to the individual Task Orders as required.

G. Persons intending on offering a proposal should attend the Pre-Proposal Conference. See Section A - Executive Summary for location, time and date.

H. Solicitation and all information, notices, amendments for this solicitation will be posted <http://www.fbo.gov>.

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

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 5
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 11 Jan 2013 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

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

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***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)***See 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 requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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

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

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes 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)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY

Section A - Solicitation/Contract Form

A. EXECUTIVE SUMMARY

(1) The U.S. Army Garrison – Detroit Arsenal (USAG-DTA) Directorate of Public Works (DPW) has a continuous need for a broad range of design-build and design-bid-build construction capability to support real property sustainment, restoration, modernization, repair and minor construction of buildings, structures or other real property at the Detroit Arsenal, Selfridge Air National Guard Base (SANGB), and surrounding satellite locations. The tasks to be performed will be in a variety of trades including carpentry, road repair, roofing, excavation, interior electrical, exterior electrical, heating, ventilating, and air conditioning (HVAC), fire protection, telecommunications, steam fitting, plumbing, sheet metal, painting, demolition, concrete masonry and welding all outlined under the North American Industry Classification System (NAICS) code 236220, Commercial and Institutional Building Construction.

(2) The U.S. Army Contracting Command – Warren (ACC-WRN) will acquire these types of tasks by awarding a Firm-Fixed-Priced, Multiple Award Indefinite Delivery Indefinite Quantity (MA IDIQ) contract. It is intended to award approximately five MA IDIQ contracts on a small businesses set-aside basis and is anticipated to include a minimum of one 8(a) contractor. The contract performance period for the proposed MA IDIQ contract will consist of a base period of one calendar year and will include four one-year option periods.

(3) The estimated contract value for this proposed MA IDIQ is \$75M over a proposed five-year period, one base year and four option years. There is a guaranteed minimum of \$3K for the base period for all contract awardees. The \$3K is in consideration for administrative functions to support the staffing and mandatory attendance for the post award conference.

The post award conference will require mandatory attendance by the following personnel: Project Manager, Site Superintendent, two Engineers and one other Contractor's Representative. The date of the post award conference is TBD, but is anticipated to last approximately four hours.

(4) Information found in the Prototypical Project associated with this solicitation is sensitive to the Detroit Arsenal. Disclosure and use of the Project are restricted by the Non-Disclosure and Non-Use Agreement that the offeror will be required to execute prior to access of the Project. To obtain a copy of the Prototypical Project, a prospective offeror must sign a non-disclosure agreement, Attachment 001. The non-disclosure agreement shall be sent via email to Kim Ramsay at denette.k.ramsay.civ@mil.mail and Lee Tappy at lee.f.tappy.civ@mail.mil. The offeror must also submit a formal request for the TDP from the announcement found at FedBizOpps.gov. Once these requirements have successfully been completed, an offeror will be granted access to the Prototypical Project. Please allow up to three working days to receive access to the Prototypical Project. The link to the Prototypical Project can be found at <https://www.fbo.gov/fedteds/W56HZV12RA504sol>.

(5) This solicitation will be issued electronically as will any amendments thereto. Because of this, the Government is under no obligation and is in fact unable to maintain a bidders' mailing list. It is therefore incumbent upon any interested parties to periodically access the ASFI announcement in order to obtain any amendments which may be issued. Failure to obtain any said amendments and to respond to them prior to the date and time set for receipt of proposals may render your proposal nonresponsive and result in the rejection of same.

B. NOTICE REGARDING FILL-INS

Please note that this solicitation contains several clauses and provisions requiring a fill-in or representation. Since a failure to complete these fill-ins may cause your offer to be determined ineligible for award, we ask you to carefully read and complete each such clause and provision.

C. PRE-PROPOSAL CONFERENCE INFORMATION

(1) A pre-proposal conference will be conducted at Building 200 Auditorium, on **20 December 2012 at 0900 hrs EST** at the USAG-DTA to provide offerors the opportunity of a site visit to see the Prototypical Project.

a. **RESERVATION:** A reservation for the pre-proposal conference is **HIGHLY RECOMMENDED**. Attendance is strictly limited to three people per company. Reservation requests must include the company name and names of the individuals that will participate. E-mail the information of all attendees to Mr. Lee Tappy at lee.f.tappy.civ@mail.mil and Ms. Kim Ramsay at denette.k.ramsay.civ@mail.mil no later than three calendar days prior to the conference. This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees. Even if you currently have access to the base you must register to ensure adequate seating. The furnishing of the above information is voluntary; however, your failure to furnish all or part of the requested information may result in the Government's denial of your access to the pre-proposal conference. This information will be provided to the Base Security Forces who will authorize your entrance to the site.

b. **DIRECTIONS:** Pre-proposal conference will be held at the U.S. Army Garrison – Detroit Arsenal (USAG-DTA), Warren, MI 48045-5000. Traveling from Van Dyke Avenue, travel west on East 11 Mile Road approximately ½ mile to railroad track. After crossing railroad tracks, turn right into USAG-DTA gate. Make an immediate right turn into parking lot and go to Building 232 to obtain visitor badges and temporary parking permits.

c. **BADGES:** All attendees must acquire a visitor badge to be allowed access on base. Due to the security process, it is highly recommended that visitors allow adequate time for badging. You will be required to present the following information upon arrival: (1) Vehicle Registration, (2) Valid Driver's License, (3) Proof of Insurance for Vehicle, (4) Car Rental agreement if applicable. Any of the above information furnished by you is protected under the Privacy Act and shall not be released unless permitted by law and/or you have consented to such.

d. **PRE-PROPOSAL LOCATION:** Once participants arrange for badges and parking passes, they are to directly proceed through the security checkpoint and convene at Building 200, Auditorium. Participants are not permitted to go to Prototypical Project site until directed by Government personnel.

e. **PRE-PROPOSAL QUESTIONS:** No questions will be answered during the pre-proposal conference or site visit. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of solicitation amendments shall apply.

D. UNIQUE ASPECTS OF THIS SOLICITATION

- (1) Awards will be made, per the Source Selection Authority's decision, based on a "trade-off" process to obtain the best value to the Government. See Section M.1.2.
- (2) The Offeror shall be required to provide a design-build Prototypical Project. See Section L.3.
- (3) The Offeror is required to guarantee all pricing for 90 days after award.
- (4) There is a guaranteed minimum of \$3K for the base period for all contract awardees. The \$3K is in consideration for administrative functions to support the staffing and mandatory attendance for the post award conference. The post award conference will require mandatory attendance by the following personnel: Project Manager, Site Superintendent, two Engineers and one other Contractor's Representative. The date of the post award conference is TBD, but is anticipated to last approximately four hours.

(5) FORMAL COMMUNICATION: Request for Information (RFI) shall be submitted for any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, clarifications, and information regarding this MA IDIQ Request for Proposal (MA IDIQ RFP). An RFI should be received not later than **1400 hours Eastern Standard Time (EST), on 31 December 2012**. An RFI submitted after the RFI closing date, may not be addressed before solicitation closing date, therefore, offerors are advised to submit an RFI as soon as possible. An RFI shall be submitted through the ASFI only. The Government point of contact (POC) will review an RFI and publish answers on the ASFI three calendar days before the proposal due date. Refer to the "Solicitation Q&A Guide" at https://acquisition.army.mil/asfi/ASFI_FAQ.cfm for further information and guidance. Responses to an RFI are not considered changes to the MA IDIQ RFP. The only way the MA IDIQ RFP can be changed is through an amendment to the solicitation. Oral explanations or instructions given before the award of a contract will not be binding.

(6) ACQUISITION WEB PAGE: All information relating to the MA IDIQ RFP, including pertinent changes/amendments and information will be posted on FedBizOpps at <https://www.fbo.gov/notices/dc79559daef0c60ef70310ce715aa82e>.

(7) PROPOSALS SUBMISSION METHOD: The offeror shall submit an electronic proposal via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS) as specified in Section L.2.2. The proposal shall include a volume for each evaluation factor in accordance with Section L.2.3.

(8) PROPOSAL SUBMISSION DUE DATE: **Offerors shall submit all portions of their proposal through the ASFI BRS no later than 1400 hours EST, on 11 JANUARY 2013.**

(9) AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS: The Government may revise or amend, the specifications, drawings, or any aspect of the Solicitation prior to the date set for receipt of proposals. If the revisions and amendments are of a nature which requires material changes in quantities, prices offered, or both, the date set for receipt of proposals may be postponed such number of days as in the opinion of the issuing Contracting Officer and will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for receipt of proposals.

CLAUSES INCORPORATED BY FULL TEXT

52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING

(DEC 2011)

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

<https://www.fbo.gov/fedteds/W56HZV12RA504sol>

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at

https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the

content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE PERIOD - MA IDIQ FFP</p> <p>Base Period - Contractor shall provide upon receipt of a task order, construction capability to support real property sustainment, restoration, modernization, repair and minor construction of buildings, structures or other real property at the U.S. Army Garrison- Detroit Arsenal (USAG-DTA), Selfridge Air National Guard Base (SANGB), and surrounding satellite locations in accordance with the Scope of Work found in Section C.</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	<p>1ST OPTION - MA IDIQ FFP</p> <p>First Option - Contractor shall provide upon receipt of a task order, construction capability to support real property sustainment, restoration, modernization, repair and minor construction of buildings, structures or other real property at the U.S. Army Garrison- Detroit Arsenal (USAG-DTA), Selfridge Air National Guard Base (SANGB), and surrounding satellite locations. in accordance with the Scope of Work found in Section C.</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	2ND OPTION - MA IDIQ FFP Second Option - Contractor shall provide upon receipt of a task order, construction capability to support real property sustainment, restoration, modernization, repair and minor construction of buildings, structures or other real property at the U.S. Army Garrison- Detroit Arsenal (USAG-DTA), Selfridge Air National Guard Base (SANGB), and surrounding satellite locations in accordance with the Scope of Work found in Section C.				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	3RD OPTION - MA IDIQ FFP Third Option - Contractor shall provide upon receipt of a task order, construction capability to support real property sustainment, restoration, modernization, repair and minor construction of buildings, structures or other real property at the U.S. Army Garrison- Detroit Arsenal (USAG-DTA), Selfridge Air National Guard Base (SANGB), and surrounding satellite locations in accordance with the Scope of Work found in Section C.				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	4TH OPTION - MA IDIQ FFP Fourth Option - Contractor shall provide upon receipt of a task order, construction capability to support real property sustainment, restoration, modernization, repair and minor construction of buildings, structures or other real property at the U.S. Army Garrison- Detroit Arsenal (USAG-DTA), Selfridge Air National Guard Base (SANGB), and surrounding satellite locations in accordance with the Scope of Work found in Section C.				

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Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION
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- C.1. GENERAL
- C.2. TASK ORDER COMPETITION
- C.3. TASK ORDER REQUEST FOR PROPOSAL (TASK ORDER RFP)
- C.4. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES
- C.5. TASK ORDER AWARD
- C.6. CONTRACT DATA REQUIREMENTS LIST
- C.7. FORMAL CONTRACT – ORDER OF PRECEDENCE
- C.8. REPORT OF ERROR AND DISCREPANCIES
- C.9. AMBIGUITY/CONTRACT INTERPRETATION
- C.10. DESIGNATION OF GOVERNMENT REPRESENTATIVES
- C.11. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS
- C.12. CONTRACTOR STAFF AND EMPLOYEES
- C.13. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS
OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS
- C.14. CONSTRUCTION SCHEDULING, WORK PROGRESS AND PREPARATION OF
PROGRESS SCHEDULES AND REPORTS
- C.15. SUBMITTALS
- C.16. METHOD OF CARRYING ON THE WORK
- C.17. LAYOUT AND GRADES
- C.18. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS
- C.19. AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS, AND WARRANTY
OF CONSTRUCTION
- C.20. EVALUATION OF CONTRACTOR PERFORMANCE
- C.21. DIVISION OF WORK
- C.22. CONTRACTOR RESPONSE
- C.23. MATERIAL TESTING BY NATIONAL LABORATORIES
- C.24. TRANSPORTATION AND HANDLING
- C.25. MISPLACED MATERIALS
- C.26. STORAGE
- C.27. TELEPHONE AND COMMUNICATIONS SECURITY MONITORING
- C.28. UTILITIES
- C.29. UTILITY AND OTHER BASE INTERRUPTIONS
- C.30. TEMPORARY UTILITIES
- C.31. HOT WORK PERMITS
- C.32. WEATHER PROTECTION AND TEMPORARY HEATING
- C.33. CUTTING AND REPAIRING
- C.34. DAMAGES AND REPAIRS
- C.35. SITE CLEAN UP
- C.36. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- C.37. CONTRACTOR QUALITY CONTROL
- C.38. QUALITY CONTROL ORGANIZATION

C.1. GENERAL

C.1.1. The contractor shall furnish, upon receipt of an individual Task Order award, all materials, supplies, tools,

parts (to include system components), supervision, engineering review and design, transportation, quality control, management, and labor necessary to perform all work in strict accordance with the specifications and technical criteria listed in each task order. The contractor's work and responsibility shall include all contractor planning, programming, administration, and management necessary to provide all repair and construction and related services as specified in each individual task order. The contractor may be required to meet compressed schedules, to deal with emergency or urgent requirements. The site location for performance will be identified in each Task Order. Work will vary from site to site and will require extensive knowledge of the functional operation relating to the efficient use of the facility, equipment, and facility support systems, and building structures. Since the facilities may be in operation, the contractor will be required to minimize interference with the daily operation of the facilities.

C.1.2. The work shall be conducted by the Contractor in strict accordance with the Unified Facilities Criteria (UFC), Army Regulations (AR), the Unified Facilities Guide Specifications (UFGS), the International Building Code (IBC), the Architectural Barriers Act (ABA), the National Fire Protection Association (NFPA) standards, the American National Standards Institute (ANSI) standards, the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards, Michigan Occupational Safety & Health Administration (MIOSHA), Michigan Department of Environmental Quality, Michigan Department of Labor and Economic Growth, Macomb County Public Works Office, and all other Federal, state, and local laws, regulations, codes, standards, and directives. The compliance with codes and regulations shall be based on the most stringent requirements, in case there is a conflict between any two codes or any two regulations. The Contractor shall remain abreast of any changes in laws, regulations, codes, standards, and directives which impact these facilities. The UFC and UFGS are available at the Whole Building Design Guide (WBDG) website (<http://dod.wbdg.org/>). UFGS Specification Section 01 42 00 *SOURCES FOR REFERENCE PUBLICATIONS* includes a list of standards publishing organizations and contact information.

C.1.3. The contractor shall minimize environmental pollution and damage or potential damage that may result from their operations. Environmental resources within the project boundaries and those affected outside the limits of work shall be protected for the duration of the contract. The Contractor will be responsible for work delay resulting from failure to comply with environmental laws and regulations. Failure to comply with environmental requirements is not grounds for an equitable adjustment. The contractor shall confine all activities to areas defined by the design drawings and specifications. The contractor shall be responsible for the actions of all subcontractors to ensure they adhere to all environmental requirements. The Army's goal is to have no enforcement actions at any installation. The contractor's actions and support are absolutely essential to achieve this goal at on the United States Army Garrison-Michigan (USAG-DTA). In the event the USAG-DTA is issued an enforcement action, the contractor shall be liable for the cost of all fines and penalties resulting from the violation of any laws due to their actions or failure to perform in accordance with (IAW) Federal, State or local environmental requirements. Also, the contractor shall be responsible to reimburse the Government for all expenses incurred because of the receipt of any enforcement actions. The contractor is responsible to insure that all subcontractors adhere to all environmental requirements. The contractor shall notify the Contracting Officer or Contracting Officer's Representative (COR) if any actual environmental issues are encountered or potential environmental issues may be encountered.

C.2. TASK ORDER COMPETITION

C.2.1. Individual Task Order awards (Task Order) will be based on competitive proposals received exclusively from MA IDIQ contract contractors.

C.2.2. All eligible MA IDIQ contract contractors will be provided a fair opportunity to be considered for each Task Order under this contract unless a statutory exception from FAR 16.505(b)(2) applies.

C.2.3. The Contracting Officer will exercise broad discretion in determining if a contractor is eligible for the award of a project. The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders.

C.2.4. The Government reserves the right to undertake performance by Government forces, for the same type or

similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

C.3. TASK ORDER REQUEST FOR PROPOSAL (TASK ORDER RFP)

C.3.1. Issuance of Task Order RFP. When the Government requires work under the MA IDIQ contract, a Task Order RFP will be issued, as appropriate. Depending upon the requirements, the offeror will provide a price proposal and various non-priced proposal volumes in response to each Task Order RFP.

C.3.2. Notification of Task Order RFP. Notifications will be sent via e-mail. MA IDIQ contract contractors shall keep an up-to-date e-mail address on file with the Contracting Officer at all times. Backup addresses are encouraged. Upon notification of a Task Order RFP, the contractor shall acknowledge receipt of the offering by return e-mail. No other means of notification will be used. The Government will not be responsible for lack of notification(s) for contractors who fail to maintain current e-mail addresses or acknowledge offerings.

C.3.2.1. In the event an offeror is unable to submit a proposal in response to a Task Order RFP, the contractor shall notify the Contracting Officer, or the Contract Specialist identified within the Task Order RFP, via e-mail.

C. 3.3. Task Order RFP Format. The Task Order RFP shall contain the following information:

1. Date of Issuance
2. Project Title and Description
3. Magnitude of the Project
4. Plans and Specifications
5. Performance Period
6. Bonding Requirements
7. Liquidated Damages
8. Wage Determination
9. Site Visit Information
10. Basis for Award
11. Proposal Due Date
12. Proposal Form
13. Any other pertinent data determined appropriate by the Contracting Officer

C.3.4. Plans and Specifications. The offeror will be provided an electronic copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order RFP. All reproduction shall be at the contractor's expense.

C.3.4.1. Design Standards & Guides. The design, construction, and operation of facilities shall meet the Detroit Arsenal Installation Design Standards and the Installation Design Guide, Attachment 002.

C.3.4.2. Default Specifications. The Unified Facilities Guide Specifications (UFGS) are the Default Specifications for the MA IDIQ contract and all Task Orders. Specification paragraphs and subparagraphs shall not be rewritten by the contractor which lessens the quality of the original technical specification sections, unless otherwise noted in the Task Order RFP. The UFGS specifications describe the type and quality of material and installation normally acceptable for United States Army construction and often represent specific agreement between the Government and the applicable industry. The provisions of the technical specifications shall not be changed without justification. If bracketed choices are not selected by the Government in the Task Order RFP, then the contractor shall edit the choice. Contractor editing of UFGS specifications shall not lessen the quality of the UFGS unless the contractor provides the Contracting Officer documentation as to why the standards established by the UFGS sections cannot be met and the Contracting Officer approves.

C.3.4.3. Design-Build. The Government may request that each offeror submit their technical and/or managerial approach, if necessary, and price estimate in response to a Task Order RFP for Design-Build projects. See Section

C.4 further information.

C.3.4.4. Design-Bid-Build. The Government may request that each offeror submit their price estimate in response to a Task Order RFP for Design-Bid-Build projects. The Government will develop project design drawings and technical specifications for Design-Bid-Build projects. The contractor shall provide construction based on the Government prepared design. Certain aspects of Design-Bid-Build projects may require contractor design services as specified in the Task Order RFP. Required contractor design services for Design-Bid-Build projects may include fire protection design, structural design, or any other design specified in the Task Order RFP.

C.3.5. Alternate Proposals. Offerors shall specifically identify all deviations from the minimum Task Order RFP requirements in a cover letter in a section entitled "Deviations." This requirement applies for all proposal revisions. If an alternate is proposed, the work as specified in the solicitation must also be priced. All proposed alternates shall be specifically addressed and expanded upon in proposal submissions to include separate pricing information.

C.3.6. Site Visits. Upon issuance of the Task Order RFP, a site visit will be scheduled. Offeror's attendance at site visits is considered vital to preparation of competitive and cost-effective offers, and to understand the total requirements desired by the Government. In some cases, a site visit may be determined mandatory for an offeror to submit a proposal. Such requirement will be stated in the Task Order RFP. Failure to attend site visits may not be used as an excuse for omission or miscalculation in offers, nor will it preclude an offeror from competition. Site visits are considered a normal cost of doing business and no additional task orders or compensation will be made.

C.3.7. Evaluation Method and Procedures. The Contracting Officer, in making decisions in award of any Task Order, may consider factors such as price only or best value as stated within the Task Order RFP. Best value may include such factors as Past Performance, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award a particular Task Order RFP. The primary non-cost factors and price factors will vary depending on the unique requirements for each Task Order RFP. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each Task Order RFP will describe the criteria to be utilized in evaluating Task Order proposals.

C.3.7.1. Construction Cost Estimate Breakdown. Offeror shall thoroughly complete a Construction Cost Estimate Breakdown spreadsheet that will be provided with a Task Order RFP. The purpose of the spreadsheet is to provide a standard format by which the Offeror submits to the Government a summary of incurred and estimated costs suitable for review and analysis.

C.3.8. Price Estimates. The contractor shall submit a price proposal in accordance with the policies and procedures stated in the Task Order RFP. The price proposal submitted must show costs summarized according to the latest edition of Construction Specifications Institute (CSI) MasterFormat work breakdown structure (as applicable to the RFP). The Division Number/Title and the Line Numbers shall be in accordance with the latest edition of CSI MasterFormat. Each Line Number shall be listed utilizing CSI MasterFormat to the maximum extent possible. All Division 01 GENERAL REQUIREMENTS shall be shown as individual line items as direct costs in the cost proposal. All bid options/CLINS shall be provided in this format on separate cost proposal work sheets.

C.3.9. Receipt of One Proposal. If only one proposal is received in response to a Task Order RFP, the Government may award the project based on the bid price received, may elect to conduct negotiations with the single bidder, or cancel the project.

C.3.10. Discrepancies in the Evaluation of Offers. For the purpose of initial evaluation of offers proposed for Task Orders, the offeror will be notified of a potential mistake in a proposal by letter. Arithmetic discrepancies found on the face of a Construction Cost Estimate Breakdown submitted by the offeror may be corrected for: (1) Obviously misplaced decimal points (2) Discrepancy between unit price and extended price (3) Apparent errors in extension of unit prices; (4) Apparent errors in addition of lump-sum and extended prices.

C.3.10.1. For purposes of price evaluation, the Government will proceed that the offeror intends the proposed price to be evaluated on basis of the unit prices and the totals arrived at by resolution of arithmetic discrepancies as

provided above.

C.3.11. Proposal Due Date. The due date and time for submission of the offeror's proposal will be set in the Task Order RFP. Offerors shall submit a proposal in accordance with requirements stated in the Task Order RFP.

C.3.12. Davis Bacon. The prevailing Davis Bacon Wage Determination shall be included into each Task Order RFP per FAR 22.404, "Davis-Bacon Act wage determinations." Offerors shall be notified of any changes to the prevailing Davis Bacon Wage Determination before the issuance of Task Orders.

C.3.13. Reimbursed Expenses. Offerors will not be reimbursed for proposal preparation, attendance during negotiations, site visits, or other pre-Task Order RFP costs.

C.4. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

C.4.1. Procedures for Design-Build Projects. A Task Order RFP may be issued with the amount of funds available for design and construction including a Statement of Work, design criteria and/or project book, or concept design. The MA IDIQ contract contractors may be requested to submit a concept design along with a price proposal. The Task Order will be issued as a Firm-Fixed-Price contract for design and construction. It is the MA IDIQ contract contractor's responsibility to design the project so that it can be constructed within the fixed price contract value. Failure to do so is at the contractor's risk. Contractors may be required to complete the design among subcontractors and submit a detailed proposal for construction (e.g., breakdowns for labor, equipment, and materials).

C.4.2. Disqualification. The Contracting Officer may disqualify a contractor's proposal if the Contracting Officer deems the concept design, when required, is insufficient for the Government to evaluate the contractor's proposal.

C.4.3. Limitation on Payment for Design Services. If it should be necessary to terminate a Task Order for convenience that includes design, for any reason, prior to completion, the Government will pay the contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable pursuant to 10 USC 4540 regardless of the actual costs the contractor may be able to substantiate.

C.4.4. Design Reviews. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The contractor is responsible for submitting the number of copies to the addresses identified when review is not accomplished at the contractor's office.

C.4.4.1. Design Review Time. The time required by the Government to review submissions made during design reviews will be established within the Task Order RFP. The review periods, as established in the Task Order RFP schedule, are the maximum anticipated periods required. Over-the-shoulder reviews may be used if necessary to expedite the review design process.

C.4.4.2. The contractor is responsible for incorporation of review comments within the time scheduled in the Task Order RFP.

C.4.5. The design of architectural, structural, HVAC, plumbing, electrical, communications, fire protection, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia. All plans shall be sealed by the review professional. The contractor shall identify the Designer of Record for each area of work, also to be indicated in the Design Quality Control Plan. One Designer of Record may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, State Certified Designer of Record. The Designers of Record shall stamp, sign, and date each design drawing submitted under their responsible discipline for the 100 Percent Design; Corrected Final Design; and Released for Construction Design submittals. Designers of Record shall be employees of, or contracted directly by, the Prime contractor, or shall be an employee of an independent design firm that is contracted directly

by the Prime contractor. Drawings, specifications, design analysis, and other design products shall be provided as stated in the Task Order RFP.

C.4.6. The Government shall have unlimited rights in all drawings, designs, specifications, notes and other works developed in the performance of a Task Order, including the right to use on any other Government design or construction without additional compensation to the contractor. The contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The contractor for a period of three years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

C.4.7. All designs, drawings, specifications, notes, and other works developed in the performance of Task Orders shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C.201(b). With respect thereto, the contractor agrees not to assert or authorize others to assert any rights nor establish any claim under design patent or copyright laws. The contractor for a period of three years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the contractor shall have the right to retain copies of all works beyond such period.

C.4.8. A Design-Build project may include a source selection based on requirements for Technical, Past Performance, and Price Proposals. The contractor is responsible for the form, fit, and function of the project. A Task Order award will be made to the offeror proposing the best value to the Government in accordance with the evaluation elements specified in the Task Order RFP.

C.4.9. Proposed Enhancements/Betterment. The minimum requirements of the contract are identified in the Task Order RFP. All enhancements/betterments offered in the proposal become a requirement of the awarded Task Order.

C.4.9.1. “Enhancement” or “Betterment” is defined as any component or system that exceeds the minimum requirements stated in the Task Order RFP. This includes all proposed enhancements/betterments listed in accordance with the “Proposal Submission Requirements” of the Task Order RFP, and all Government identified enhancements/betterments.

C.4.9.2. “Government identified enhancements/betterments” include the enhancements/betterments identified on the “List of Accepted Project Enhancements/Betterments” prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other enhancement/betterments identified in the accepted Proposal after award.

C.4.10. Responsibility of the Contractor for Design. The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiency in designs, drawings, specifications, and other non-construction services. Neither the Government’s review, approval or acceptance of, nor payment for, the services required under contract shall be construed to operate as a waiver of any rights under contract or of any cause of action arising out of the performance of a contract. The contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the contractor’s negligent performance of any of the services described under contract. The rights and remedies of the Government provided for under contract are in addition to any other rights and remedies provided by law.

C.4.11. Notice to Proceed (NTP). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. No construction may be started until the Government reviews the final design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer or COR will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for

any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

C.4.12. If the Government allows the contractor to proceed with limited construction based on pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

C.4.13. Constructor's Role During Design Process. The contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements. In addition to the typical required construction activities, the contractor's involvement includes actions such as: ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction Quality Control program with the design Quality Control program, and maintaining and providing the design team with accurate, up to date redline and as-built documentation. The contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

C.4.14. Sequence of Design-Construction (Non-Fast Track). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements and obtain Government review of each submission. No construction may be started until the Government reviews the final design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer or COR will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Task Order.

C.4.15. Sequence of Design-Construction (Fast Track). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements as covered in the Project Book, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for beginning construction. The Contracting Officer will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Task Order. If the Government allows the contractor to proceed with limited construction based on pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted, and are satisfactory to the Government.

C.4.16. No payment will be made for any in-place construction until all required submittals have been made, reviewed, and are satisfactory to the Government. Pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

C.5. TASK ORDER AWARD

C.5.1. Contract Type. The Task Order will be Firm-Fixed-Price.

C.5.2. Issuing Authority. The Contracting Officer is designated as issuing authority for Task Orders placed against the MA IDIQ contract.

C.5.3. Task Order Issuance. Task Order awards will be issued on DD Form 1155 and will be sent via e-mail. Upon award of a Task Order, the contractor shall acknowledge receipt of the Task Order.

C.5.4. Options. When option line items are included in the Task Order RFP, the Government will evaluate offers for the purpose of awarding task orders by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

C.5.5. Task Order Format. Each Task Order shall contain the following information:

1. Effective date of Task Order.
2. Contract number and Task Order number.
3. Task Order price, delivery and performance data.
4. Accounting and appropriation data.
5. Wage Determination.
6. Bonding Requirements.
7. Liquidated damages.
8. Scope of Work.
9. Drawings, if applicable.
10. Any other pertinent data determined appropriate by the Contracting Officer.

C.5.6. Bonding Requirements. Payment and performance bonds, if applicable shall be provided to the Contracting Officer within five calendar days after award.

C.5.7. Pre-Construction Meeting and Notice to Proceed. After receipt of acceptable performance and payment bonds, if required, a pre-construction meeting will be held prior to **any** start of work. A NTP agreement will be issued by the Contracting Officer and shall be signed by an official of the company authorized to sign contracts and related material. The contractor shall promptly commence the work specified and in accordance with the provisions contained herein.

C.5.8. Contractor Responsibility. The contractor will be held responsible for all requirements described in the contract documents and all work including that of his subcontractors, if any, shall be done in accordance with the contract documents. Failure to familiarize himself with their requirements will not relieve the contractor of this responsibility to comply.

C.5.8.1. The Contractor shall be responsible for fulfilling the requirements of all applicable parts of the specifications and drawings indicated in the Task Order. The Contractor shall also be responsible for meeting the following requirements:

C.5.8.2. The Contractor shall be required to prepare reports and correspondence as required by the Task Order. All correspondence shall reference the contract number and the title on all correspondence, including RFI's, submittals, E-mails.

C.5.8.3. The contractor shall furnish, upon receipt of a Task Order, all materials, supplies, tools, parts (to include system components), supervision, full and limited engineering, transportation, quality control, management, and labor necessary to perform all work in strict accordance with the specifications and technical criteria necessary to complete various maintenance, repair, alteration and new construction projects.

C.5.9. The Contractor's Site Supervisor and Government representatives shall hold weekly progress meetings for the duration of each Task Order.

C.6. CONTRACT DATA REQUIREMENTS LIST

C.6.1. Common Data Submittals and Frequencies. The frequency of submittals that may be required are listed below

TITLE OF DATA ITEM	FREQUENCY
Corporate Safety Plan	One time Generic Corporate Plan, 30 days after MA IDIQ contract award date
Site Specific Safety Plan	All Task Orders
Quality Control Plan	One time Generic Corporate Plan 30 days after MA IDIQ

	contract award and Task Order specific plans for all task orders.
Environmental Plan	One time Generic Corporate Plan, 30 days after MA IDIQ contract award and as required by Task Order.
Waste Management Plan	As required by Task Order
Soil and Erosion Plan	As required by Task Order
Dirt and Dust Control Plan	As required by Task Order
Design	As required by Task Order
Submittal Registry	As required by Task Order
Work Schedule	As required by Task Order
O&M Manuals	As required by Task Order
Training Plan	As required by Task Order
Equipment & Construction Warranties	As required by Task Order
Prepare As-Built Drawings	As required by Task Order
List of Equipment Installed	As required by Task Order
Warranty Management Plan	As required by Task Order

C.7. CONTRACT – ORDER OF PRECEDENCE

C.7.1. The contract between the Government and the successful offeror includes the standard contract clauses and schedules current at the time of solicitation issuance or modification by amendment. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any modifications during proposal evaluation or selection, and (2) the successful offeror's initial proposal and any subsequent revisions thereafter, as accepted by the Government. The material contained in the contract constitutes and defines the entire agreement between the contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of the agreement.

C.7.2. In the event of conflict or inconsistency between any of the provisions of the various portions of the solicitation, precedence shall be given in accordance with the clause at 52.215-8 Order of Precedence – Uniform Contract Format, as prescribed in FAR 15.209(h).

C.7.3. If there is a conflict between requirements specified in a Task Order and the Unified Facilities Guide Specifications (UFGS) then the requirements of the Task Order and Task Order RFP shall govern and shall be adhered to.

C.8. REPORT OF ERROR AND DISCREPANCIES

C.8.1. The contractor shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.

C.8.2. The contractor shall bear all costs in replacing all materials and labor due to not observing the above paragraph and such replaced materials shall meet the approval of the COR.

C.8.3. The contractor shall promptly notify the Contracting Officer and COR in writing of any discrepancies.

C.8.4. Any proposed changes to the specifications by the contractor must be submitted in writing to the Contracting Officer and COR for approval prior to implementation.

C.9. AMBIGUITY/CONTRACT INTERPRETATION

C.9.1. It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein.

C.10. DESIGNATION OF GOVERNMENT REPRESENTATIVES

C.10.1. Contracting Officer. The Contracting Officer is the administrating representative of all Task Orders. The Contracting Officer is the sole individual with authority to obligate the Government, direct the contractor, and change contract terms and conditions.

C.10.2. Contracting Officer's Representative (COR). The Contracting Officer shall appoint a qualified COR. The COR is designated as the technical representative of the Contracting Officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under contract. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

C.11. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS

C.11.1. The contractor, his employees, and his subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The contractor agrees to observe and comply with all applicable state and Federal requirements regarding social security, workman's compensation, unemployment insurance, and any other matters concerning employment applicable to the performance of a contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the contractor for the violation of a state or Federal law or regulation shall not excuse the contractor from full compliance with the terms and conditions the contract.

C.12. CONTRACTOR STAFF AND EMPLOYEES

C.12.1. Contractor Information. Prior to the issuance of the first Task Order, MA IDIQ contract contractors shall provide the Contracting Officer with a telephone number, fax number, and e-mail address at which the contractor or their representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate action.

C.12.2. Staffing. The manpower and staffing requirements for work will vary. Work requirements are set forth herein. The contractor shall employ adequate manpower capabilities to perform the functions detailed in each Task Order.

C.12.3. Contractor's Quality Control Manager. The Contractor shall execute the work under the direction of a Contractor's Program Manager. All work shall be accomplished with adequate internal controls and review procedures that will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. See Section C.37, "Contractor Quality Control" for further guidance.

C.12.4. Superintendence. The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act. The contractor's superintendent is responsible for the overall production and quality of work on the job. The superintendence shall maintain a physical presence at the site at all times and shall be responsible for construction and construction related activities at the site.

C.12.5. Supervision. The contractor's personnel shall, at all times, be under the supervision of the contractor and not Government personnel, whether uniformed or civilian and regardless of rank. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract. Such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

C.12.6. Personnel. The contractor shall be responsible to employ and utilize only experienced journeymen overseeing certified apprentices in the field they are working and capable persons in the performance of work under contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized contractor personnel shall be admitted

to the worksite at all times.

C.12.7. Removal of Personnel. The Contracting Officer may require the contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess, or use controlled substances at the worksite and those whose continued employment under this contract is inconsistent with the interest of military security.

C.12.8. Liability. The contractor hereby agrees to release the Government (to include its officer, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the contractor or his employees during the performance of this contract. The contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the contractor or his personnel while performing this contract.

C.13. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS

C.13.1. Any proposed minimum qualifications for (a) key personnel, (b) incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitutions.

C.13.2. Personnel qualifications for all personnel working on a Task Order shall be in accordance with Unified Facilities Guide Specifications (UFGS) and shall also include the following requirements:

C.13.2.1. The Project Manager shall have a minimum ten years experience as a Project Manager on construction projects similar to this contract and similar in size and complexity. In addition, the Project Manager shall complete the course entitled "Construction Quality Management for Contractors" prior to the start of construction. For further information, contact the nearest United States Army Corps of Engineers (USACE) Construction Division Office.

C.13.2.2. The Superintendent shall have a minimum ten years experience as a Superintendent on construction projects similar to this contract and similar in size and complexity. In addition, the Project Manager and Superintendent shall complete the course entitled "Construction Quality Management for Contractors" prior to the start of construction. For further information, contact the nearest USACE Construction Division Office.

C.13.2.3. The Contractor's Quality Control (CQC) Manager shall have a minimum of ten years construction experience on construction projects similar to this contract and similar in size and complexity. In addition, the CQC Manager shall complete the course entitled "Construction Quality Management for Contractors" prior to start of construction. For further information, contact the nearest USACE Construction Division Office.

C.14. CONSTRUCTION SCHEDULING, WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

C.14.1. A weekly progress meeting will be held between the contractor, COR, and Contracting Officer, if necessary, to discuss work progress, problems and potential change orders. Contractors shall attend these meetings at no additional cost to the Government.

C.14.2. Prior to specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premise and buildings; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors, stairways, and similar means of passage.

C.14.3. Portable furniture in the immediate project area shall be moved by the contractor to a location designated by the COR and replaced to its original position, or an alternate location as determined by the COR, upon completion of the work. Schedules for movement of furniture and equipment and delivery of materials shall be incorporated in

the progress schedule and shall be made with a minimum of interference to Government operations and personnel. So far as practicable, the work shall be completed by section and confined to limited areas. Coordination with the COR and the user activity shall be accomplished at least three days in advance.

C.14.4. For Task Orders with performance period of 60 calendar days or more, or at the direction of the COR, the contractor shall, within five days after the NTP, or another period of time determined by the COR, prepare and submit to the COR for approval, the practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the contractor contemplates starting and completing the several salient features of work. Contractor shall submit the number of copies specified in the Task Order. If the number of copies is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). The schedule shall be on an electronic Contract Progress Schedule or acceptable substitute. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule that does not reflect steady and reasonable progress throughout the construction period will be rejected. Weekly progress reports, contractor Progress Reports, are required for both the contractor and the COR covering the period from notice to proceed through final inspection.

C.14.5. The contractor shall provide a project schedule in Microsoft Office Project 2007 and Adobe Acrobat Portable Document Format (PDF) to define work tasks and track progress for all Task Orders. At least five calendar days prior to work initiation, the contractor is to provide the schedule usable with Microsoft Windows that is to include definition of rescues. Submit the number of copies specified in the Task Order. If the number of copies is not specified in the Task Order then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy and one electronic Microsoft Office Project 2007 format copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). Additionally, the Microsoft Office Project 2007 schedule is to have a cost per task field for each task – this is commonly called line item cost. No work is to start until there is written approval from the COR that the plan is approved.

C.14.6. The contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated Microsoft Office Project 2007 schedules shall be provided by the contractor every two weeks (unless otherwise indicated in the Task Order or unless otherwise directed by the Contracting Officer, showing work progress, at the beginning of the workweek. If there are deviations from the original plan, those are to be noted and approved by the COR before work changes are implemented. The schedule shall be submitted to the COR, in the number of copies as directed prior to start of construction. The reports contemplated by the information herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to "Contract Progress Schedule" and the "Contract Progress Report."

C.15. SUBMITTALS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.15.1. General. The following guidance is to be followed for all construction related submittals. The contractor shall provide all submittals in strict accordance with UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. The contractor shall follow all procedures specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. Submit the number of copies specified in the Task Order. If the number of submittal copies to be provided by the contractor is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including an electronic digitally signed ENG Form 4025). Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and one hardcopy shall be provided for all design submittals. Electronic copies of design submittals shall be provided in all formats specified.

C.15.2. MA IDIQ Contract Submittals. MA IDIQ contract submittals can be Government Approved or Information Only. MA IDIQ contract submittals are submittals that are generic in nature for all work under the MA IDIQ contract and shall be identified by the contractor (annotation of Basic Submittal in the remarks column of the ENG Form 4025) when providing the submittal register for approval in accordance with the submittal register requirements specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. MA IDIQ contract submittals shall be submitted within 30 days after MA IDIQ contract award date. The Contract Quality Control Plan, the Contract Safety Plan, and submittals required which impact the contract as a whole, are mandatory MA IDIQ contract submittals.

C.15.3. Task Order Specific Submittals. Task Order specific submittals can be Government Approved for Information Only. These submittals are identified in each specific Task Order and describe Task Order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations (as applicable) and submitted for final approval within ten calendar days of notice-to-proceed for the respective Task Order. The contractor may request approval to use Task Order specific submittals as basic contract submittals.

C.15.4. Approved Submittals. The approval of submittals by COR shall not be construed as a complete check but will indicate only that the general method of construction, materials, detailing, and other information are satisfactory. Approval will not relieve the contractor of the responsibility for any error, which may exist, as the contractor under the CQC requirements is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After the COR has approved submittals, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so signed and dated. Electronic copy of the submittal will be retained by the COR and a copy of the submittal will be returned to the contractor.

C.15.5. Disapproved Submittals. The contractor shall make all corrections required by the Contracting Officer and COR and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the contract clause 52.243-4, entitled "Changes" shall be given promptly to the Contracting Officer.

C.15.6. Withholding Payment. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

C.15.7. Submittal Execution.

C.15.7.1. The contractor, upon receipt of each Task Order and prior to beginning execution of any work on the project, shall submit shop drawings to the COR for approval.

C.15.7.2. The Contracting Officer shall have 14 calendar days after date of receipt in which to approve or reject the submittals.

C.15.7.3. The contractor shall include time for this submittal process in the project schedule.

C.15.7.4. If approved by the COR, each copy of the submittals will be identified as having received such approval by being so stamped and dated.

C.15.7.5. The contractor shall make all corrections required by the COR.

C.15.7.6. The approved drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error that may exist, as the contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

C.15.7.7. Submittals shall be submitted to the address specified by the Task Order.

C.15.7.8. A Task Order will list each item of equipment and material for which submittals are required. The contractor shall fill in the date entitled "Required Submission Date" and return completed copies to the Contracting Officer for approval within ten calendar days after Task Order notice to proceed. The contractor shall submit the quantity of submittals specified in the Task Order. If the number of submittal copies to be provided by the contractor is not specified in the Task Order then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and one hardcopy shall be provided for all design submittals. Electronic copies of design submittals shall be provided in all formats specified. Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This submittal register, contractor's schedule dates, and the progress schedules shall be coordinated.

C.15.7.9. Transmittal Form (ENG Form 4025 or approved equivalent). The transmittal form ENG Form 4025, Attachment 003, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. A reproducible form will be furnished to the contractor. All the heading blank spaces in the form identifying each item submitted shall be properly and completely filled out. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. The contractor shall provide the transmittal form (ENG Form 4025) in electronic Adobe Acrobat Portable Document Format (PDF). The electronic ENG Form 4025 shall be digitally signed by the contractor. Submittals that require hardcopy submission shall be provided with the ENG Form 4025 in hardcopy format and electronic Adobe Acrobat Portable Document Format (PDF) that shall be digitally signed by the contractor.

C.15.8. Certification. The contractor is responsible for and shall certify that the submittals comply with contract requirements. For design-build construction, both the Contractor Quality Control System Manager and the Designer of Record are to stamp and sign to certify that the submittal meets contract requirements.

C.15.8.1. Drawings. Each drawing shall be not more than 28 inches high by 42 inches wide, with a USAG-DTA title. Title block shall contain subcontractors or fabricator's name, contract number, description of item(s), bid item number, and a revision block. The contractor shall submit the required number of prints of any type and CD copy in MicroStation format. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block. All drawings shall be submitted on a CD in MicroStation format and Adobe Acrobat Portable Document Format.

C.15.8.2 Printed Material. All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

C.15.8.3 Changes To Previous Submittals. It is the Government's intent to standardize equipment and materials utilized and installed. In the event the contractor desires to change materials or equipment previously submitted, the contractor must annotate the transmittal block of the ENG Form 4025 as "Change to previous transmittal number ", and forward the submittal for Government approval.

C.15.8.4. Processing of Government Approved Submittals. Submittals requiring Government approval shall be submitted as specified in this contract. Having a completed copy of ENG Form 4025 attached to it shall identify each copy submitted. Submittals will be reviewed and processed as stated in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*.

C.15.8.5. Processing of Information Only Submittals. Copies of submittals that are submitted for information only shall be submitted prior to ordering of the material or equipment to the job site. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the contractor approved submittals. An asterisk shall be placed in column "h" and the words "contractor approved information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, the contractor will be notified by the same method used for Government approvals. In the event the contractor requests evidence of Government receipt of submittals, an additional completed ENG Form 4025 shall be submitted (without attachments) which will be returned to the contractor to signify that the submittal has been received.

C.15.8.6. Transmittal Checklist. The following checklist is intended to aid in the preparation of ENG Form 4025 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- a. DO NOT submit multiple 5-digit specification sections on one ENG Form 4025.
- b. Transmittal # 1 shall be the Submittal Register. Subsequent submittals shall be numbered sequentially as submitted except for re-submittals. Re-submittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 re-submittal would be number 2A, etc.
- c. Government Approval; Submit the number of copies as specified in this contract for enclosures; each with ENG Form 4025 attached. Information only; submit the number of copies specified in this contract for enclosures, each with ENG Form 4025 attached.
- d. Break the submittal into items that can be reviewed independently. For a transmittal with more than 9 items use multiple sets of ENG Form 4025.
- e. Item numbers must be written on the enclosures and the ENG Form 4025.
- f. Only ONE copy with the information required by items 2 and 5 above should be collated by items into a booklet form.
- g. Enter the specification technical paragraph for each Item in column "e" on the ENG Form 4025.
- h. Identify the contract drawing number that applies, if applicable, in column "2" on ENG Form 4025.
- i. Variations shall be identified in Description of Material column on ENG Form 4025 and justified in the Remarks Block on the reverse of the form.
- j. Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- k. Allow a minimum 14 calendar days for submittals requiring Government Approval.
- l. DIGITALLY SIGN the ENG Form 4025.

C.16. METHOD OF CARRYING ON THE WORK

C.16.1. All work under the contract shall be arranged and carried on in such a manner as to complete work in the least possible time. The contractor shall consult with the Contracting Officer and the COR as to methods or sequence of carrying on the work.

C.16.2. Activities in the vicinity of this project may be kept in full or partial operation during construction. The contractor shall coordinate with the COR and schedule construction activities.

C.17. LAYOUT AND GRADES

C.17.1. All lines and grade work not presently established at the site shall be laid out by the contractor in accordance with the drawings and specifications. The contractor shall maintain all established boundaries and benchmarks and replace as directed any which are destroyed or disturbed.

C.18. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

C.18.1. Notification for Pre-Final Inspection. The contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Prior to requesting a pre-final inspection, the contractor shall inspect his work thoroughly and make required corrections. Request for the pre-final inspection shall be made in writing to the COR at least five calendar days prior to the desired date.

C.18.2. Pre-Final Inspection. Discrepancies noted will be furnished by the COR. The COR is responsible for furnishing a complete punch list, in writing, to the contractor. Items noted on the punch list will be completed prior to scheduling a final inspection.

C.18.3. As-Built drawings, real property data, warranties, O&M manuals, equipment list etc., shall be submitted as specified in the Task Order.

C.18.4. Notification for Final Inspection. When the contractor is ready for final inspection, he shall request so in writing to the COR or his duly authorized representative at least five calendar days prior to the desired date.

C.18.5. Final Inspection. The final inspection will be performed with the contractor by the COR, consultant team, and representative of the using activity. Discrepancies noted will be corrected within the time specified by the COR.

C.19. AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS AND WARRANTY OF CONSTRUCTION

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.19.1. SUBMITTAL PROCEDURES

C.19.2. AS-BUILT FIELD DATA:

C.19.2.1. General. The Contractor shall keep at the construction site a complete set of full size blue line prints or drawings/sketches, reproduced at Contractor expense. As-built drawings shall be provided in accordance with UFGS Specification Section 01 78 00 CLOSEOUT SUBMITTALS. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all deletions, green to indicate all additions, and blue to indicate special information, coordination, or special detailing or detailing notes in accordance with UFGS requirements. The drawings shall show the following information:

C.19.2.1.1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

C.19.2.1.2. The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.

C.19.2.1.3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

C.19.2.1.4. Correct elevations if changes were made in site grading from the contract plans.

C.19.2.1.5. All changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the contractor.

C.19.2.1.6 The topography and grades of all drainage installed or affected as part of the project construction.

C.19.2.1.7. All changes or modifications from the design and from the final inspection.

C.19.2.1.8. These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer and a responsible representative of the contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

C.19.2.2. Submittal of the As-Built Drawings: As-Built Drawing submittal shall be submitted to the COR as specified in the Task Order. Redline as-built drawings shall be provided to the COR at the time of the pre-final and final inspections.

C.19.2.3. The contractor shall provide as-built drawings in MicroStation format and Adobe Acrobat Portable Document Format to the Government as specified in the Task Order. The CAD and Adobe Acrobat PDF drawings shall be as built and submitted to the COR for approval. The contractor shall also prepare as-built drawings for their own design-build drawings in MicroStation format, as specified in the Task Order, and shall incorporate all As-Built Field Data.

C.19.2.4. As-Built Contract Original Record Tracings:

C.19.2.4.1. Approved preliminary as-built drawings will be returned to the contractor. These drawings are part of the permanent records of this project and the contractor will be held responsible for their protection and safety until they are returned to the COR. Any drawings damaged or lost by the contractor shall be satisfactorily replaced in like medium, quality, and size as the originals at the contractor's expense.

C.19.2.4.2. As-Built drawings shall be provided in conformance with the U.S. National CAD Standard and the DPW Drawing Standard, Attachment 004. Additions and corrections to the construction drawings shall be in conformance with the U.S. National CAD Standard. The contractor shall provide as-built drawings in MicroStation format in conformance with the U.S. National CAD Standard regardless of the software and standard in which the CADD drawings are provided to the contractor by the Government. Conversions and corrections to the drawings provided by the Government to the contractor shall be made by the contractor. Line work, line weights, lettering, layering conventions, and symbols shall be in conformance with the U.S. National CAD Standard. If additional drawings are required, they shall be prepared in MicroStation format and shall be in conformance with the U.S. National CAD Standard. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings.

C.19.2.4.3. All work by the contractor shall be done on files in MicroStation format. Translation of files to a different format, for the purpose of as-built production, and then retranslating back to the format originally provided, will not be acceptable unless the Government provided the files in AutoCAD format. If the Government provided drawings are in AutoCAD format then the contractor shall convert the files to MicroStation format and provide the drawings in MicroStation format. The Government will review final as-built drawings for accuracy and the contractor shall make all required corrections, changes, additions, and deletions.

C.19.2.4.4. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the contractor. All other contract drawings shall be marked in the bottom right-hand corner of each drawing either "AS-BUILT" drawing denoting no revisions on the sheet, or

"REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block."

C.19.2.4.5. Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the contractor.

C.19.2.5. List of Equipment-In-Place

- a. Prior to the final acceptance inspection on a Task Order, the Contractor shall identify all new equipment and all equipment removed by submitting a completed Equipment Checklist, Attachment 005. Furthermore, the listing shall include the location of each item and nameplate date. This list shall be updated and kept current throughout construction, and shall be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the contractor prior to submission of each monthly pay estimate.
- b. Listing shall include: air conditioners, air handling units, condensers, fans, pumps, air compressors, transformers, unit heaters, regulators, direct current power supplies, latrine fixtures, motors, engines, motor or engine-driven equipment, cranes, drinking fountains, sinks, water coolers, generators, space heaters, water heaters, refrigerators, freezers, coolers, meters, gas detectors, humidifiers dehumidifier, air purifier, ovens, power units, fuel tanks, water tanks, elevators, welders, recorders, reels, scales, hydrants, intrusion detection equipment, fire detection and alarm equipment, emergency light sets, emergency eye wash, deluge showers, washers, dryers, dishwashers, bridge cranes, and like items of equipment.
- c. Final payment will not be made to the contractor until the Government has received and approved the listing.

C.19.2.6. Military Real Property Data – DD Form 1354. The DD Form 1354, Transfer and Acceptance of Military Real Property, Attachment 006, shall be provided electronically in Adobe Acrobat PDF format.

C.19.2.6.1. Contractors shall furnish real property data to the Government via DD Form 1354, or in a format prescribed on the DD Form 1354, of each new construction and/or renovation project awarded unless otherwise notified. The contractor is responsible for accuracy of data current up to the time of submission. For non-complex projects, projects where simple real property data is not anticipated (e.g., paving projects) or projects expected to be completed within 12 months, the contractor shall furnish this data 30 days prior to completion of the project. Dependent upon the type of project and complexity of data required in certain cases, contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses.

C.19.2.6.2. For major renovation and complex projects or those expected to exceed 12 months, the contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses due to the volume of data required to be furnished. Upon completion of the project, the contractor shall furnish a final, comprehensive DD Form 1354.

C.19.2.6.3. The DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore 5% must be shown on the DD Form 1354 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

C.19.2.6.4. For questions pertaining to the DD Form 1354, contractors should contact the COR. For construction data assistance, contractors may consult with the COR assigned to the project.

C.19.3. Operation and Maintenance Manuals

C.19.3.1 General. The contractor shall provide Operation and Maintenance (O&M) manuals for the complete

facility as applicable under each Task Order, including all contractor furnished and installed equipment, systems and materials. O&M manuals shall be provided in accordance with UFGS Specification Section 01 78 23 *OPERATION AND MAINTENANCE DATA* and as specified in the Task Order. Included herein are requirements for compiling and submitting the O&M data. The O&M data shall be separated by facility into distinct systems and within each distinct system, further separated by the following disciplines: Mechanical, Electrical, Fire Protection, Security, and Architectural/General. The O&M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required.

C.19.3.1.1. The O&M manuals shall be prepared for each individual facility of multi-facility projects.

C.19.3.1.2. The contractor shall provide the quantity of O&M manuals as specified in the Task Order. If the number of copies of O&M manuals is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025).

C.19.3.2. O&M Manual and Data Submittal: To establish and assure uniform O&M manual format, the contractor shall submit and receive COR approval on one complete system prior to submissions for remaining systems.

C.19.3.2.1. O&M data on equipment or systems shall be submitted so all data will be approved and bound in the O&M manuals in the required quantity by the time the project reaches 90 percent completion. Failure to furnish approved, bound manuals in the required quantity by the time the project is 90 percent complete, will be cause for the COR to hold or adjust the retained percentage in accordance with Contract Clause 52.232-5, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training, the final O & M data must be approved by the COR prior to the scheduling of the training. For equipment or systems requiring acceptance testing, the final O & M data must be approved by the COR prior to the scheduling of the testing.

C.19.3.3. Binders.

C.19.3.3.1. Construction and Assembly. Manuals shall be three ring binder, sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals (per Task Order). The manuals shall be hardback covered, cleanable, plastic, not over three inches thick and designed for 8-1/2 x 11 inch paper.

C.19.3.3.2. Marking. Each binder shall have the following information, as a minimum, printed on both the spine and cover; or printed on insert in plastic sleeve of notebook binder. BUILDING OR FACILITY NAME, IDENTIFICATION NUMBER (Building No.), LOCATION, AND SYSTEM (Mechanical, Electrical, etc.). Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

C.19.3.3.3. Color. Color of binder and markings shall be the option of the contractor except that: (a) labeling color shall contrast with binder color, and (b) colors shall be the same for all manuals on a particular Task Order.

C.19.3.3.4. Content. The O&M manuals shall be structured to address each of the following topics.

- a. Warning Page. A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.
- b. Index. Each manual shall have a master index at the front identifying all manuals and volumes and subject matter for each. Following the master index, each manual shall have an index of its enclosures

listing each volume and tab numbers., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed flyleaf sheets shall be provided for each separate product, equipment, or system in the manual. All pages shall be numbered with the referenced number included in the index.

C.19.3.4. Warranties.

- a. The contractor shall warrant that work performed on a Task Order conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Government takes possession.
- b. The Contractor shall provide extended parts and labor warranties on all equipment, products, and items, including roofs, HVAC equipment, pumps, motors, transformers, fire protection and fire alarm equipment, lightning protection equipment, and all other equipment as specified in the Unified Facilities Guide Specifications (UFGS). In addition to submitting warranty information when specified in the Unified Facility Guide Specifications, all product warranty information shall also be provided at the time product data information is submitted to the Government for review. Parts and labor warranties shall be provided for the maximum duration specified in the Unified Facilities Guide Specifications for all products.

C.20. EVALUATION OF CONTRACTOR PERFORMANCE

C.20.1. The contractor's performance shall be evaluated upon completion of each Task Order of \$650,000 or more or termination of the contract per FAR 42.1502(e). Contractor's performance shall be evaluated using Construction Contractor Appraisal Support System (CCASS).

C.20.2. The Government reserves the right to evaluate Task Order performance under \$650,000 when determined to be in the best interest of the Government. For Task Orders under this MA IDIQ contract, the contractor's performance will be evaluated upon final inspection of each Task Order in excess of \$150,000. Interim evaluations for Task Order in excess of \$150,000 may be prepared at any time during contract performance when determined to be in the best interest of the Government.

C.20.3. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in Task Orders. The contractor will be rated in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety and environmental standards. The contractor will be notified of any rating entered into CCASS, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officer's for their future use in determining contractor responsibility.

C.21. DIVISION OF WORK

C.21.1. The various divisions of the specifications shall not be considered as negotiations of the material and labor involved. The arrangement and order of these divisions have been made for convenience only, and it is not the intent, nor shall it be so construed, a particular trade or subcontractor must perform that work included in any one division.

C.21.2. Any item mentioned under any division heading must be supplied even though it is not specified under the heading for the respective work, but is shown on the drawings. No claims for extras arising out of real or alleged error in such arrangement or order of the various divisions will be given consideration.

C.21.3. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

C.22. CONTRACTOR RESPONSE

C.22.1. The contractor shall maintain an off-site location that will not hinder or prohibit the required response times. For non emergency situations, the contractor is required to respond to notification within two calendar days of such notification. For emergency situations, the contractor shall respond within 60 minutes of notification.

C.23. MATERIAL TESTING BY NATIONAL LABORATORIES

C.23.1. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency.

C.23.2. The contractor shall submit proof that the material or equipment, which he proposes to furnish under this specification, conforms to the standards of Underwriters Laboratories. The label of Underwriters Laboratories (UL) shall be accepted as conforming to this requirement.

C.23.3. In lieu of the label, the contractor may submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

C.24. TRANSPORTATION AND HANDLING

C.24.1. The contractor shall coordinate with suppliers and shippers to ensure incoming materials are properly identified with the contractor's name, contract number, and project title. The contractor shall designate an authorized individual to be available to receive shipment.

C.25. MISPLACED MATERIALS

C.25.1. Any material that is deposited elsewhere than areas designated as approved by the COR shall be re-handled and deposited where directed. No payment will be made for re-handling such material. The Contracting Officer will notify contractor of any noncompliance with the foregoing provisions.

C.26. STORAGE

C.26.1. No secure storage space will be provided by the Government. The Government will not be responsible for property belonging to or under the present control of the contractor. The contractor is to protect their materials. An unsecured, open area will be designated by the COR for storage of construction equipment and materials during the period covered by a Task Order.

C.26.2. The contractor shall construct such temporary sheds as they may require for the use of their workmen and as required for tool cribs and storage of all work on a Task Order. Temporary sheds shall be confined to the space assigned by the COR.

C.26.3. Sheds shall be of approved construction and wood floors, lighting, and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the contract, and at completion, all parts shall be removed and the premises shall be cleaned up.

C.26.4. Storage of supplies, materials, and equipment on the project site shall be accomplished in such a manner to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with the previous

paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removal from the job site or for temporary storage until reuse shall be the responsibility of the contractor.

C.27. TELEPHONE AND COMMUNICATIONS SECURITY MONITORING

C.27.1. All communications with DoD organizations are subject to communication security (COMSEC) review. Contractor personnel will be aware telephone communication networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, a U.S. Army organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DoD information.

C.28. UTILITIES

C.28.1. If it becomes determined by the government that Government-operated utilities (to be specified in the Task Order) are adequate they will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, and charges will be made in accordance as determined by the Contracting Officer. Any expense incurred to gain access to these utilities shall be the responsibility of the contractor and all utilities shall be returned to their original configurations at the end of the each Task Order. No alterations to existing utilities shall be accomplished without the written permission of the COR.

C.28.2. The contractor shall notify the COR and obtain Fire Department approval prior to connecting to any base fire hydrant.

C.29. UTILITY AND OTHER BASE INTERRUPTIONS

C.29.1. If it becomes necessary to interrupt work activities in buildings or areas for construction purposes, permission to do so must be requested in writing to the COR at least 14 calendar days prior to commencing work and shall be subject to COR approval. Written requests for street closing or parking impacts shall be submitted for approval to the Contracting Officer and COR at least 14 calendar days prior to closing the street.

C.29.2. Shutoff of utilities that will cause interruption of Government work operation as determined by the COR shall be accomplished during Government non-work hours or on non-work days of the Using agency without any additional cost to the Government.

C.29.3. The contractor shall communicate all vehicular, pedestrian, and utility interruptions in detail by submitting the Construction Impact Notification Form. A copy of the current Construction Impact Notification Form can be obtained from the COR upon request. The Directorate of Public Works (DPW) Chief of Engineering Plans & Services must have 14 calendar days notice from the contractor prior to permission being secured.

C.29.4 Work in connection with this contract which requires utility outages (electrical, water, gas, steam,.) which will close down or limit (as determined by the COR) normal activities in the building, construction area, or other affected areas, shall be performed by the contractor at a time other than regular working hours of the organization occupying the facility. Work required by the contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government.

C.29.5. The contractor's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible and as limited in extent as possible.

C.30. TEMPORARY UTILITIES

C.30.1. The contractor shall provide all temporary utilities used for work under this contract including temporary

lines and connections. The contractor shall remove all temporary lines and all temporary utilities at the completion of the work.

C.31. HOT WORK PERMITS

C.31.1. A hot work permit is required for all operations requiring ignition of a combustible. This permit is required prior to commencement of any hot work. To obtain permit call: 586-282-6448 (TACOM Reg. 420-8) or 586-282-6021. Any work within the confines of the installation, in or out of doors, that will produce sparks, flames, or heat will require the issuance of a hot work permit.

C.31.2. Hot work permits are issued on a day-to-day basis by the Detroit Arsenal Fire Inspectors. Each contractor requiring a permit must contact the Fire Station via the business numbers provided. Only the Prime contractor's superintendent or safety office will be issued a hot work permit.

C.31.3. After completion of an inspection of the work area a hot work permit will be issued. The contractor will be required to have the proper size and type fire extinguisher at the work site (contractors are not permitted to utilize the government fire extinguisher located in the building). The contractor responsible for the work being done will be required to sign the hot work permit.

C.31.4. After all hot work is completed for the day and a 60-minute cool down period (per EM 385-1) has been observed, the contractor must contact the DTA Fire Department to close the permit. The Fire Department will send a representative to re-inspect the work site. If all conditions are safe, the permit will be cancelled out.

C.31.5. All subcontractors shall adhere to the above requirements in order to maintain hot work permits.

C.31.6. WARNING: contractors shall not leave the job site without closing the permit. Failure to do so will result in no further hot work permits being issued to the contractor.

C.32. WEATHER PROTECTION AND TEMPORARY HEATING

C.32.1 The contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.

C.32.2 The contractor shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the Government, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the contractor.

C.33. CUTTING AND REPAIRING

C.33.1. Unless otherwise specified hereinafter, the contractor shall do all necessary cutting, drilling, fitting, and patching of work and corresponding work that may be required to make several parts come together and fit it to receive, or be received, by work of other trades shown upon, or reasonably implied, by the drawings and specifications for the completed project.

C.33.2. The contractor shall be held responsible for all cutting, replacement, and repairing of work that is due to faulty workmanship and which is not specifically covered by specifications for trades which are affected. The contractor will also be held responsible for providing, without extra cost to the Government, any small incidental items which are not specifically mentioned in trade specifications, but which are necessary to complete the work in accordance with the drawings, and under the general understanding that the work, when completed, shall be a finished and workmanlike job.

C.34. DAMAGES AND REPAIRS

C.34.1. All damages by the contractor's operations shall be repaired or replaced, at the contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the contractor shall be restored at no additional expense to the Government.

C.34.2. All existing sidewalks, curbs, and pavement disturbed, broken, or removed or otherwise damaged by the contractor during performance of the work under this contract shall be replaced by the contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.

C.35. SITE CLEAN UP

C.35.1. The contractor shall maintain the construction site in a clean and orderly condition. All refuse and salvage material shall be gathered and disposed of periodically to maintain the site in this condition. All roadways within the work area, or used by the contractor, shall be swept and vacuumed daily. The cleaning operation shall be accomplished with self-propelled sweepers equipped with pick-up devices. The method of cleaning and equipment employed shall be subject to the approval of the COR.

C.35.2. During and after periods of rain, this construction site may have a very high water table or areas of standing surface water. Dewatering techniques are a contractor's option; however, the COR shall approve the method prior to start of work to ensure compliance with environmental requirements and regulations.

C.35.3. Following completion of the work, the contractor shall clean the entire area from any debris and excess of misplaced material due to his operation and obtain COR approval of this finished work.

C.35.4. Cleanup and disposal of debris and fill materials:

C.35.4.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the COR. Upon completion of a project, the contractor shall insure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the Task Order or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off Government property. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area.

C.35.4.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, and plaster shall be the responsibility of the contractor. Disposal shall be off USAG-DTA property unless otherwise stated within the Task Order.

C.35.5. Prior to acceptance of the facility and at such times as directed by the Contracting Officer, the contractor shall thoroughly clean all exposed surfaces of the building where work under this contract was completed. All protective coatings, except lacquers, shall be removed from finish surfaces and the finish surfaces shall be washed and cleaned. The contractor shall be held responsible for all damaged materials and at completion shall replace, at his own expense, all such damaged materials.

C.36. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

C.36.1. During the period 15 November through 15 April there may occur extended periods (periods in excess of 15 calendar days or more) where weather conditions exist which the Government determines are unsuitable for performance. In the event such conditions exist, the Government reserves the right to suspend performance by unilateral modification. Modification shall state the period of the applicable weather exclusion period and the adjusted contract completion date. Contract completion date will be adjusted by adding the number of exclusion days to the prior completion date. Weather exclusion periods shall be at no additional cost to the Government.

C.36.2. The following paragraph specifies the procedure for the determination of time extensions for unusually

severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

C.36.2.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

C.36.2.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

C.36.2.3. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependant activities.

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(12)	(07)	(05)	(04)	(04)	(04)	(04)	(04)	(04)	(05)	(11)

C.36.3. Upon acknowledgment of the NTP and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

C.36.4. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month) shall be calculated chronologically from the first to the last day of each month, and shall be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated according to the paragraph above, the Contracting Officer may convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and may issue a bilateral modification.

C.37. CONTRACTOR QUALITY CONTROL

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.37.1. General. The contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with FAR 52.246-12, "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction and demolition operations, both on-site and off-site, and shall be keyed to the proposed sequence.

C.37.1.1. References. The following publications form a part of this specification to the extent referenced. The publications are referred to in the next by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (latest edition) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

ASTM E 329 (latest edition) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

C.37.2. Quality Control Plan. The contractor shall furnish for review by the Government, no later than 30 days after

the award of the MA IDIQ contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the FAR 52.246-12, "Inspection of Construction". The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

C.37.3. Content of the Basic CQC Plan. The Basic CQC Plan shall be submitted to cover the intended CQC organization for the MA IDIQ contract (encompassing all Task Orders) and shall include the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three-phase control system (see Section C. 38.7, Control) for all aspects of the work specified. The staff shall include a CQC Manager who shall report to the Project Manager or someone higher in the contractor's organization. The Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. An employment resume to include the name, qualifications duties, responsibilities, and authorities of each person assigned a QC function.
- c. A copy of the letter to the CQC Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC Manager including authority to stop work which is not in compliance with the contract. The CQC Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section SUBMITTALS.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be approved by the Contracting Officer.
- f. Definable Features of Work is a task that is separated and distinct from other tasks and has separate control requirements. Each section of the specification can be considered as a definable feature of work. However, there may be more than one definable feature under a section of the specifications. The list shall be cross-referenced to the contractor's construction schedule and the specification section.
- g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- h. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

C.37.4. Task Order Addendum CQC Plan. For each Task Order, if required, submit a CQC Addendum Plan within

ten days of receipt of the Task Order's Notice to Proceed. Proposed changes to file Basic Plan or items requiring additional details of description required implementing the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the Task Order. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

C.37.5. Acceptance of Plans. Acceptance of the contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the contractor to make changes in their CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

C.37.5.1. Design-Build Requirements. The contractor shall submit for government acceptance, a Design Quality Control Plan in accordance with Contractor Quality Control specifications before design may proceed for design-build requirements.

C.37.5.2. Design-Bid-Build Requirements. The contractor shall submit for government acceptance, a Design Quality Control Plan in accordance with Contractor Quality Control specifications before construction may proceed for design-bid-build requirements.

C.37.5.3. Notification of Changes. After acceptance of the CQC Plan, the contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

C.37.6. Contractor Quality Control Coordination. After the Pre-construction Meeting before start of construction, and prior to acceptance by the Government of the CQC Quality Control Plan, the contractor shall meet with the Contracting Officer or Authorized Representative and discuss the contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of contractor's Management and control with the Government's Quality Assurance. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system or procedures that may require corrective action by the contractor.

C.37.7. Payment. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the pricing schedule for each Task Order.

C.38. QUALITY CONTROL ORGANIZATION

C.38.1. General. The requirements for the CQC organization are a CQC Manager and Design quality manager (for Design-Build projects only) to ensure contract compliance. The CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action to ensure contract compliance.

C.38.2. CQC Organizational Staffing. A staff shall be maintained under the direction of the CQC Manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. The QC plan will clearly state the duties and responsibilities of each staff member. The contractor shall provide a CQC staff, which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

C.38.3. CQC Staff. The strength of the CQC staff may vary during any specific work period to cover the needs of

the work period. When necessary for a proper CQC organization, the contractor will add additional staff at no cost to the Government. This listing of minimum staff requirements that follow in no way relieves the contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

C.38.3.1. CQC Manager. The contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the contractor. This CQC Manager or designated CQC staff representative shall be on the site at all times during construction and will be employed by the contractor, except as noted in the following.

C.38.3.1.1. The CQC manager may serve as the Safety Manager or it may be a separate position. The CQC Manager may serve as the Safety Manager but shall not have any other duties outside of these two positions. An alternate for the CQC Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed two weeks at any one time. The requirements for the alternate will be the same as for the designated CQC Manager.

C.38.3.1.2. The CQC manager shall be an experienced construction person, with a minimum of ten years construction experience on similar type work. In addition to the above experience, it is required that the CQC Manager have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work and maintain current certification. For further information, contact the nearest USACE Construction Division Office.

C.38.4. Organizational Changes. The contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

C.38.5. CQC Submittals. The CQC organization shall be responsible for certifying that all submittals comply with the contract requirements. The Government will furnish copies of test report forms upon request by the contractor. The contractor may use other forms as approved.

C.38.6. Definable Features of Work.

C.38.6.1. General Requirements.

- a. Special project procedures to include coordination of work, project meetings, submittals, and quality control.
- b. Administrative Requirements.
- c. Environmental Protection.
- d. Job Conditions.

C.38.6.2. Site Work.

- a. Excavation, Trenching and Backfilling for utilities Systems to include sewer, gravity, drainage, and water lines.
- b. Clearing and grubbing, backfilling for buildings.
- c. Grading.
- d. Fence, chain-link.
- e. Concrete for sidewalks and curbs.
- f. Bituminous Paving.

C.38.6.3. Concrete.

- a. Concrete materials, concrete procedures, concrete formwork, forms, form ties and accessories, concrete reinforcement, concrete finishing, concrete curing and grouting.
- b. Testing.

C.38.6.4. Masonry.

- a. Masonry procedures, mortar, mortar accessories, unit masonry, cavity wall construction to include bringing inner and outer withes up simultaneously, reinforcement, wall ties, flashing, and cleaning.
- b. Acceptance of Sample Panel.
- c. Testing.

C.38.6.5. Metals.

- a. Structural steel, framing to include metal materials and methods, metal fastening, metal joints, welding, expansion control, and miscellaneous metals
- b. Steel Roof Decking.
- c. High Strength Bolts.

C.38.6.6. Thermal and Moisture Protection.

- a. Damproofing
- b. Fireproofing
- c. Sealants

C.38.6.7. Doors and Windows. Metal doors and frames, special doors, metal windows, glazing and miscellaneous hardware, caulking.

C.38.6.8. Finishes.

- a. Ceramic tile.
- b. Gypsum wallboard.
- c. Acoustical treatment to include metal suspension system for acoustical tile and lay-in panel ceiling.
- d. Resilient flooring.
- e. Painting.
- f. Furring (metal).

C.38.6.9. Specialties.

- a. Metal toilet partitions
- b. Fire extinguisher cabinets
- c. Toilet accessories

C.38.6.10. Equipment. Fueling system for motor vehicles

C.38.6.11. Furnishings. Lockers

C.38.6.12. Special Construction.

- a. Pre-engineered structures
- b. Liquid storage tanks

C.38.6.13. Mechanical

- a. Insulation to include:
 - (1) Pipes
 - (2) Ducts
 - (3) Equipment
 - (4) High density inserts, insulation protective shields, clips or U-bolt support for multiple pipe hanger supports.
- b. Plumbing systems
 - (1) Waste/vent piping to include; underground soil piping, above ground soil piping.
 - (2) Interior piping rough-in to include; galvanized, black iron and copper, including drains, fittings, valves, and piping supports.
 - (3) Plumbing fixtures to include flush valves, faucets, and accessories.
 - (4) Cleaning and operational testing.
- c. Heating systems

- (1) Equipment and system accessories
- (2) Fuel oil/gas piping and supports
- (3) System testing and balancing
- d. Air distribution systems
 - (1) Equipment and accessories.
 - (2) Duct work to include galvanized supports, dampers, louvers, diffusers, duct line support and fire dampers.
- e. Automatic temperature control systems
 - (1) Equipment and materials
 - (2) Installation of materials and equipment
 - (3) System testing
- f. Sprinkler Systems
 - (1) Equipment
 - (2) Piping and supports
 - (3) Accessories

C.38.6.14. Electrical.

- a. Exterior Electric Distribution, Aerial
 - (1) Pole setting.
 - (2) Placement of crossarms, pins, insulators, pole line hardware and conductors.
 - (3) Placement of fuse cutouts, surge arresters, reclosers, potheads, pole mounted transformers to include grounding conductors, grounding conductor testing and cable terminations.
- b. Exterior electrical distribution, underground
 - (1) Duct line excavation, placement of ducts and miscellaneous materials.
 - (2) Placement of in ground junction or pull boxes and manholes.
 - (3) Placement of duct bank concrete encasement.
 - (4) Transformer pad placement.
 - (5) Mounting of pad mounted transformers.
 - (6) Cable placement to include splicing, fire-proofing, and cable terminations.
 - (7) Grounding conductors and testing.
- c. Electrical distribution, interior
 - (1) Wiring methods to include conduit rough-in, raceway boxes, outlet boxes, panelboard cabinets, placement of conductors and conduit placement below the slab for slab-on-grade construction.
 - (2) Wiring devices, panelboards, switch-boards, and lighting fixtures.
 - (3) Motors and transformers.
 - (4) Testing.
- d. Fire Detection and Alarm System
 - (1) Wiring methods to include conduit, ground rods, detectors, control panels, power supply, door holders, audible fire alarm and annunciator panel.
 - (2) Testing.

C.38.7. Control. Contractor Quality Control is the means by which the contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence and construction schedule. The controls shall include at least three phases of control to be conducted by the CQC Manager for all definable features of work, as follows:

C.38.7.1. Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all materials and equipment have been tested, submitted, and approved.

- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to "approved" shop drawing or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC Manager and shall be attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC Manager and attached to the daily QC report. The contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

C.38.7.2. Initial Phase. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC Manager and shall be attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site or any time acceptable specified quality standards are not being met.

C.38.7.3. Follow-up Phase. Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that will be affected by the deficient work. The contractor shall not build upon or conceal non-conforming work.

C.38.7.4. Additional Preparatory and Initial Phases. Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

C.38.8. Tests. Inspections and tests are for the sole benefit of the Government and shall not relieve the contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance.

C.38.8.1. Testing Procedure. The contractor shall perform tests specified or required to verify that control measures

are adequate to provide a product, which conforms to contract requirements. The contractor shall procure the services of a licensed testing laboratory. The contractor shall submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Notify the KO prior to performing any test. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Subsequent testing of those materials that fail to meet specifications will be accomplished by the contractor at no cost to the Government. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer registered in the state where the tests are performed.
- f. Samples used for testing shall be selected as specified for the various tests elsewhere in the specifications but in every case the method of selecting samples and the location for selection shall be as approved by the Contracting Officer.
- g. Tests shall be made in accordance with the specified testing procedures and/or methods and otherwise as required to provide compliance with all contract requirements. Tests shall be made by independent, commercial testing laboratories approved in writing by the Contracting Officer.
- h. Results of all tests shall be recorded on certified test reports of the commercial testing laboratories. Reports shall include a statement that the materials tested do or do not meet the requirements of the contract specifications. Six copies of all reports shall be forwarded directly to the Contracting Officer for approval within five calendar days of the actual performance of the test. The testing agency shall immediately notify (verbally) the Contracting Officer of any tests that indicate failure to meet the contract requirements.
- i. The contractor will provide an emergencies plan, with contractors to accomplish the repairs in the event of utility and/or communications emergencies.

C.38.8.2. Testing Laboratories. Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

C.38.9. Completion Inspection.

C.38.9.1. Procedure for Completion Inspection. Provisions for the QC Manager to conduct completion inspections of the work and develop a “punch list” of the items that do not conform to the contract requirements. The QC Manager shall make a second completion inspection to ascertain that all “punch list” items have been corrected and so notify the government. The completion inspection and any “punch list” item corrections will be accomplished within the time stated for completion of the work. The plan must include project completion turnover procedures. These may include:

- a. Warranty information
- b. O&M Manuals
- c. System operations and sequence verification
- d. Final system testing
- e. Instruction and training procedures
- f. Punch-out
- g. Pre-final inspection to include the government
- h. Final inspection to include the government
- i. Punch list correction and verification
- j. Turnover of extra materials and spare parts
- k. Turnover of keys
- l. Completion of as-built drawings

C.38.9.2. Punch Out Inspection. At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC manager shall conduct an inspection of the work and develop a "punch list" of items that do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC Manager shall make a second inspection to ascertain that all deficiencies have been corrected and notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

C.38.9.3. Pre-Final Inspection. The government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. The government pre-final inspection punch list may be developed as a result of this inspection. The CQC manager shall ensure that all items on the list have been corrected before notifying the government, so that a final inspection can be scheduled. Correct any items noted on the pre-final inspection in a timely manner.

C.38.9.4. Final Acceptance Inspection. Provide notice to the government and include contractor's assurance that all specific items previously identified to the contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection.

C.38.10. Documentation. Quality control includes the means to produce the Daily CQC report, Attachment 007. The contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, and tests including the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. Separate reports shall be submitted by the responsible CQC inspectors for each individual Task Order. The report shall contain a record of inspections for all work accomplished subsequent to the previous

- report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.
1. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government weekly, except that reports need not be submitted for weeks in which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work. All calendar days shall be accounted for throughout the life of the contract. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

The Contractor shall complete and submit for all Task Orders the Contractor Quality Control Report, Attachment 007 and the Contractor Production Report, Attachment 008 in accordance with UFGS Specification Section 01 45 00.00 20 QUALITY CONTROL. The Contractor Production Report shall be submitted to the COR electronically by 0800hrs the day after the date covered in the report.

C.38.11. Deficiency Tracking. The Contractor shall track deficiencies. Deficiencies identified by the Contractor will be identified and tracked as QC punch list items. The contractor shall maintain a current log of its QC punch list items. The government may notify the contractor with deficiencies, which shall be identified and tracked as QA punch list items. The contractor shall regularly update the corrective status of both QC and QA punch list items.

C.38.12. Notification of Noncompliance. The Contracting Officer will notify the contractor of any detected noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate

adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

Section F - Deliveries or Performance

PERFORMANCE INSTRUCTIONS

F.1 TIME AND ALLOWANCE FOR COMPLETION OF TASK ORDERS:

- a. The Government has established the following requirements pertaining to the timely completion of task order. The performance period for any task order begins upon issuance of the task order. A task order is considered complete upon final acceptance from the Government. Performance periods will be negotiated for each task order. The Contracting Officer may seek to negotiate an aggressive completion time that would be sooner than those times based on the determination for emergency or time critical work. If an agreement cannot be made between the Government and the Contractor, the Government reserves the right to satisfy the requirement by contacting by some other means.
- b. Some task orders or modifications may require phased completion times. For such task orders or modifications, completion times for individual phases will be determined by mutual agreement during project proposal negotiations.
- c. Completion time and schedule shall be negotiated on each task order considering:
 1. nature and complexity of the project;
 2. required completion date;
 3. availability of materials and equipment;

F.2 DELIVERABLES:

Except as specified or directed otherwise, the Contractor shall provide all deliverables, reports, plans and schedules, through the COR. All documents submitted will be reviewed and approved in writing by COR except as specified otherwise herein or as other wised re-delegated by the COR.

F.3 PERFORMANCE:

This is an indefinite-quantity contract, effective for a base year of a twelve (12) month period or at the point where stated maximum contract amount is reached. This contract also provides for four (4) option years to be exercised at the discretion of the Government. The total duration of this contract, including the exercise of any options shall not exceed 60 months (ref. FAR 52-217-9 Option to Extend the Term of the Contract) Delivery or performance shall be specified in each Task Order issued hereunder. The contract shall be a one-year contract with four one-year option periods as follows:

BASE PERIOD: From date of contract award for subsequent 12-month period.

1st OPTION PERIOD: The 12-month period following the Base Period.

2nd OPTION PERIOD: The 12-month period following the 1st Option Period.

3rd OPTION PERIOD: The 12-month period following the 2nd Option Period.

4th OPTION PERIOD: The 12-month period following the 3rd Option Period.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0005 Line Item Specific: by Cancellation Date

SEP 2009

CLAUSES INCORPORATED BY FULL TEXT

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (AUG 2012)

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

 Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:
 - Your firm's CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)
 - Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)
 - Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)
 - Accept-By DoDAAC Code: (Indicate)
 - Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)
3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.
4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.
5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for "additional e-mail submission" after clicking "Signature".

- Primary Acceptor Name: (Indicate)
- Primary Acceptor e-mail: (Indicate)

- Alternate Acceptor Name: (Indicate)
- Alternate Acceptor e-mail: (Indicate)

- Contract Specialist Name: (Indicate)
- Contract Specialist e-mail: (Indicate)

To track the status of an invoice, in WAWF click on the link, “Pay Status” (myInvoice-External link) found under the tab named “Lookup” or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS INDEX

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31. AFFIRMATIVE PROCUREMENT

H. 1. SECURITY REQUIREMENTS

H.1.1. BUILDING SECURITY

H.1.1.1. The contractor shall be provided with access to all areas when required to perform the work. The contractor shall be responsible for any Government-owned keys, proxy cards, remote clickers, or any other access device that have been issued to him for access to facilities or areas pertinent to this contract. Keys, proxy cards,

remote clickers, or any other access device provided to the contractor shall not be removed from the premises of the facilities and buildings. Keys, proxy cards, remote clickers, or any other access device provided to the contractor shall not be duplicated or issued to any individual to be retained in his possession while not physically performing duties included in the task order. Should the contractor lose a key, proxy card, remote clicker, or any other access device, the Contractor shall notify the Contracting Officer, immediately and in writing, but not later than one business day after they are aware of the loss. All lost keys, proxy cards, remote clickers, or any other access device shall be replaced at the contractor's expense. In the event that a key is lost by contractor personnel, the contractor shall replace all keys and locks in that system. A keying scheme compatible with the remaining building lock system and an equal number of keys existing in the old system shall be provided at no additional cost to the Government. This must be coordinated with the Building Key Control Officer and Base Ops Key Shop Personnel through the COR. Upon completion of the work in an area, the key(s), proxy cards, remote clickers, or any other access device to the area shall be returned immediately. Keys, proxy cards, remote clickers, or any other access device shall be returned prior to final task order payments.

H.1.1.2. Whenever areas are locked, contractor employees shall not permit the use of keys, in their possession, by other persons for the purpose of gaining access to such locked rooms or areas; and, likewise, contractor employees shall not open locked rooms or areas to permit entrance by persons other than the contractor's employees in the fulfillment of their duties.

H.1.1.3. Upon the completion of their duties, contractor personnel shall secure all utilities in unoccupied area, unless otherwise coordinated with the COR. It shall be the responsibility of contractor personnel observing open and/or unlocked windows in their respective work areas to close and secure such windows. Where difficulty is encountered in keeping areas locked or windows closed and locked, the COR shall be notified.

H.1.1.4. There may be areas that require all personnel entering that area to sign a sign-in/sign-out sheet. The contractor shall comply with installation policies in these areas.

H.1.1.5. The contractor shall provide site security (fencing, lighting, or guard service) as required by each task order. However, at a minimum, the contractor shall maintain the site and all other contractor controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The contractor shall comply with site security regulations.

H.1.1.6. The contractor shall comply with all security regulations imposed by the installation occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

H.1.1.7. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

H.1.2. INSTALLATION AND BASE SECURITY CLEARANCE

H.1.2.1. Locations to be serviced by the resulting contracts include areas that are "closed" to the public, pursuant to Sec 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is, therefore, required that control be exercised over contractor personnel while working on the Base. To maintain this control, a listing of all contractor personnel who will be working under the contract, must be submitted to the Contracting Officer and COR prior to the start of work under the Task Order. The preferred method of providing this list is via e-mail, to the contract administrator, unless notified otherwise. The listing shall include, but not limited to: contract number, project number, employee name, and the estimated starting and ending date of each employee. Subsequent listings of all additions or deletions will be submitted as employees hired or released.

H.1.2.2. During construction, the contractor shall permit base personnel access to the facilities within the work area. The contractor shall provide protection to persons and property throughout the progress of the work.

H.1.2.3. In the event of a declared National Emergency the Contracting Officer may be required to stop work on

this contract for security reasons. The contractor shall ensure the Contracting Officer has a current "Off Duty" contact name and telephone number at all times to facilitate notification.

H-1.2.4. The contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations, which may affect the work. Special requirements will be identified in the statement of work for an individual Task Order.

H-1.2.5. The work under this contract shall be performed at an operating military installation with consequent restrictions on entry and movement of nonmilitary personnel and equipment.

H-1.2.6. The military installations, Detroit Arsenal and U.S. Army Garrison – Michigan at Selfridge ANG Base, have installation specific requirements, which will be identified by the individual Task Order.

H.1.2.7. The Contractor shall coordinate with the installation's Visitor Control Center (VCC) to obtain an identification badge for each employee and vehicle permits. All contractor employees must wear the badge in a visible location near their chest at all times while working at the facility.

H.1.2.7.1. Detroit Arsenal VCC. The VCC can be contacted at 586.282.5757. The VCC is located between Van Dyke and Mound Roads, on the North side of Eleven Mile Road in City of Warren, Macomb County, Michigan. Turn into the Main Gate of the Detroit Arsenal and the VCC is immediately to the right in Building 232. The VCC is open Monday through Friday, 7:00 A.M. – 2:00 P.M Eastern Standard Time (EST), except Holidays. If a contractor requires entry before 7:00 A.M. or after 2:00 P.M, EST a temporary badge can be obtained at the Main Guard house, located to the north of Building 232. A contractor can gain access to the Main Guard house by staying in the far right lane when entering the Main Gate on Eleven Mile Road.

H.1.3. Security conditions for release of plans and drawings:

H.1.3.1. Released U.S. Government (USG) information is to be used for the purpose of this contract only and will not be released to third parties without approval from US Army Garrison – Detroit Arsenal. Upon project completion, this information is to be destroyed.

H.1.3.2. No reproduction of released USG information is authorized for other than the contract's legitimate purpose.

H.1.3.3. Access to this information is to be controlled as UNCLASSIFIED/FOR OFFICIAL USE ONLY and shall not be available for distribution under the Freedom of Information Act (FOIA).

H.1.3.4. Information that is provided to the contractors & A/E's from the USG will be returned to the USG when no longer needed, or at the end of the contract. Under special provisions the USG may authorize the contractor to destroy the information by shredding (paper) or degaussing (magnetic media) to make unreadable and unrecoverable. Confirmation of destruction will be provided to the USG.

H.1.3.5. All information and drawings provided shall not be posted on any internet web site.

H.1.3.6. The responsible USG POC for coordination of release and return of USG engineering drawings and information at the Detroit Arsenal is the DPW Engineering Services Division CAD Technician. Coordination of release and return of USG engineering drawings shall be through the COR.

H.1.4. Required Security Training. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting

officer, if a COR is not assigned, within seven calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website:
<https://atlevel1.dtic.mil/at>.

H.1.4.1. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

H.1.4.2. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within YY calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

H.1.4.3. For Contracts that Require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training.

H.1.4.4. For Contracts That Require Handling or Access to Classified Information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

H.2.0 IDENTIFICATION OF VEHICLES AND PERSONNEL

H.2.1. Vehicles: Highway vehicles owned or leased by contractors shall be furnished with identifying markings reflecting minimally, the contractor's name, home city, and local phone number. Personal vehicles must be registered with the installation (if applicable).

H.2.2. Personnel: The contractor's workmen shall have legal identification (picture ID) on them at all times while working on Government projects.

H.2.3. The contractor shall be responsible for furnishing an identification badge to each employee prior to the employees work on-site and for requiring each employee engaged on the work to display the badge in a visible location near their chest at all times while working at the facility.

H.2.4. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee.

H.2.5. When required by the Contracting Officer, the contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

H.3. UNAUTHORIZED PERSONNEL

H.3.1. The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area excluding, direct haul and access routes, contracting and engineering offices and point of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above may be apprehended and turned over to the

appropriate authorities

H.4. INSTALLATION REGULATIONS:

H.4.1. The contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

H.4.2. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

H.5. WORK SCHEDULING

H.5.1. Unless otherwise indicated by special project phasing instructions, the contractor shall be prepared to pursue the contracted work during the Contract Normal Working period of 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of recognized Federal Holidays outlined hereunder, and the Friday after Thanksgiving. Also, If a Federal Holiday falls on a Saturday, the DTA Base will be closed on the Friday before, and if a Federal Holiday falls on a Sunday, the DTA Base will be closed on the following Monday. If the 4th of July Holiday falls on a Thursday, the Detroit Arsenal Base will be closed on the Friday after. The contract employees will not be allowed to work during Federal holidays, which are:

New Year's Day - 1 January
Martin Luther King JR's Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - 4 July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - 11 November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

H.5.2. If the contractor determines that work is required prior to or after normal working hours, then the contractor shall submit a written request to the Contracting Officer or their designee for approval, no later than 72 hours prior to the work to be performed. For any request submitted late, approval will be at the discretion of the Contracting Officer or their designee. All weekend requests shall be submitted to the Contracting Officer or their designee for approval no later than 72 hours prior to the weekend work that is to be performed. Should the contractor be required to perform work during other than normal hours, including Saturday, Sundays and Government Legal Holidays, due to contractor and subcontractor delay, in order to maintain contract completion dates, the Government shall not be held liable for additional costs.

H.5.3. The installation buildings are places of employment for the Government employees and are occupied by the Government employees during the Government employees' working hours. All machines, equipment and activities that emit toxic, hazardous and offensive fumes, odors, vapors, chemicals, smells, that are offensive and impact the Government employees and that generate noise that also adversely impacts the Government employees, shall not be allowed during those Government employee's working hours and shall be carried out at the Government non-work hours.

H.5.4. All toxic, hazardous and offensive fumes, odors, vapors, chemicals, smells, that are offensive and impact the Government employees MUST be removed and dissipated from the buildings prior to daily occupancy of the buildings at 6:00 A.M. Eastern Standard Time (EST) and the buildings shall be free and fully be meeting safety & health provisions and provide a functional place of employment. The Government employees working hours are

6:00 AM to 6:00 PM EST, Monday through Friday, (all other working week day hours are considered Government non-work hours). Offensive painting operations and other contractual tasks that emit fumes, odors, chemicals that are offensive and impact the Government employees shall be carried out at Government non-work hours.

H.5.5. If there are fumes, odors, vapors, chemicals still being emitted during the Government employees working hours, then the contractor shall provide means and methods to ventilate the areas and assure a safe working environment for the Government employees.

H.5.6. Prior to commencing work on the job initially, resumption of work after prolonged interruption (seven calendar days or more), commencement of any warranty work, and upon completion of warranty work the contractor must notify the Contracting Officer and COR. When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the COR is sufficient. Notification should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

H.6. SAFETY/ACCIDENT REPORTING:

H.6.1. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

H.6.2. Safety Plan. Within 30 calendar days of award of the MA IDIQ contract, the contractor shall furnish to the Contracting Officer a Company/Corporate Safety Plan. Prior to mobilization of a Task Order, the contractor shall furnish, as a submittal, their site-specific safety plan. Furthermore, the contractor shall brief all employees on proper safety procedures and accident reporting. The contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the contractor's project manager of potential or existing occupational health hazards that require attention. The contractor shall designate a person on his staff to manage the contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer and COR on matters of job safety, and shall be responsible for ensuring the health and safety of onsite personnel.

H.6.3. Compliance with Regulations. All work shall comply with applicable Army, state, and Federal safety and health requirements. The contractor shall comply with the requirements of OSHA (Occupational Safety and Health Association), MIOSHA (Michigan Occupational Safety and Health Association), U.S. Army Safety Program (AR 385-10), the Installation Safety Program (TACOM Supplement 385-10), and the U.S. Army Corps of Engineers Safety Manual EM-385-1. Where there is a conflict between applicable regulations, the most stringent shall apply.

H.6.4. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61 Subpart (The National Emission Standard for Asbestos) (ETL 1110-1-118 and DA Circular 40-83-4).

H.6.5. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government will not be held liable for any action on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

H.6.6. Inspections, Tests, and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. Testing shall be performed by qualified personnel whose qualifications are provided and approved prior to the performance of the test. Testing shall be performed in the presence of the COR.

H.6.6.1. Equipment shall be commissioned and tested by the manufacturer's qualified representative following their specifications.

H.6.6.2. Testing reports shall be on prescribed forms specifically for the particular test that is being performed. All information shall be legible. The form shall be signed and dated by the tester and the performing company identified. Test results shall be clearly identified and compared to required results.

H.6.7. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

H.6.8. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control Devices (D6. -1978) to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades, flagmen and other traffic control devices and signs.

H.6.9. Accident Notification/Report. In the event of a work-related OSHA recordable accident, the contractor shall immediately notify the Contracting Officer and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original hard copy and one electronic copy to the Contracting Officer for forwarding to the TACOM Safety Office. The contractor shall maintain an accident file for the life of the contract to include all accident reports. In the event of a work-related incident resulting in death or the in-patient hospitalization of three or more employees the contractor shall immediately notify the Contracting Officer who will notify the TACOM Safety Office. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office.

H.6.10. Confined Spaces. All confined spaces located on the installation shall be considered permit-required confined spaces. Before any work commences in a confined space the contractor shall provide a copy of their written Confined Space Program and training certificates/documentation for all employees working in the confined space to the TACOM Safety Office. The contractor shall notify both the TACOM Safety Office and the Detroit Arsenal Fire Department prior to entering the confined space each day. Once work commences for the day the contractor shall notify the Detroit Arsenal Fire Department and submit a copy of the closed out Confined Space Permit to the TACOM Safety Office.

H.6.11. Excavation and Trenching. The contractor shall follow 29 CFR 1926 Subpart P or the MIOSHA equivalent and the U.S. Army Corps of Engineers Safety Manual EM-385-1 Section 25 when performing an excavation or trenching operation. Excavations five feet or more in depth shall have a protective system (i.e., sloping, benching, support system, shield system, etc.) to protect employees from cave-in. Excavated materials shall be kept at least two feet from the edge of excavations. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are four feet or more in depth as to require no more than 25 feet of lateral travel for employees. The contractor shall not allow employees to work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazard. If the stability of adjacent structures is endangered by excavation operations then the contractor shall use a support system for the protection of employees. See Section H.13 for further information regarding excavation and permits.

H.6.12. Scaffolds. The contractor shall follow 29 CFR 1926 Subpart L or the MIOSHA equivalent and the U.S. Army Corps of Engineers Safety Manual EM-385-1 Section 22 while using scaffolds. Scaffolds shall be designed by a qualified person and shall be constructed and loaded in accordance with that design.

H.6.13. Material Safety Data Sheet. The contractor shall submit a Material Safety Data Sheet (MSDS) for all hazardous materials to the COR and have a MSDS for all hazardous materials readily available for the entire duration of the project. When the contractor is working in buildings that are occupied by Government personnel, the contractor must provide a MSDS for all hazardous materials to the COR before they begin the work. See Section H.17 for further information regarding MSDS and related hazardous material usage.

H.6.14. Site Visits. The TACOM Safety Office may conduct site visits announced or unannounced. If the contractor is found to be performing activities that are immediately dangerous to life or health of government or

contract employees the TACOM Safety Office will immediately suspend the contractor's operations until the situation is corrected. This type of situation is most likely to arise during excavation or confined space operations.

H.6.15. Personal Protective Equipment. The contractor shall follow EM 385-1-1. The contractor (and all sub-contractors) shall wear proper personal protective equipment at all times while working in construction areas, to include eye, ear, foot, and head protection and high visible vest while working near or around traffic.

H.7. MAINTENANCE OF TRAFFIC AND SAFETY

H.7.1. Where possible, the contractor and his work shall not interfere with the normal operations of traffic, particularly emergency vehicles and equipment. The contractor is responsible for safety on the project site.

H.7.2. The contractor shall use only established haul routes. When materials are transported in prosecution of the work, vehicles shall not be loaded beyond the loading limit established by Federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the contractor.

H.7.3. With respect to his own operations, and those of all his subcontractors, the contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the base.

H.7.4. The contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required maintaining traffic flow and insuring safety and the contractor's equipment. The contractor shall make his own estimate of all labor, materials, equipment, and coincidental necessary for providing the maintenance of vehicular traffic.

H.7.5. Steam Tunnel Concrete Covers. The contractor shall not walk, drive, or store equipment on steam tunnel concrete covers. Contractor shall be responsible for damages caused from neglecting this requirement.

H.8. SMOKING POLICY

H.8.1. Contractors shall follow the smoking policy as set forth with DoD and DTA regulatory guidance. Contractors shall follow the following guidance:

- a. Smoking is prohibited in all workplaces and all community facilities to include offices, any work areas, recreation facilities, retail stores, common areas, military vehicles, aircraft and in all government owned or leased buildings, vehicles, vans and buses.
- b. This policy applies to all tobacco products to include, cigarettes, pipes, electronic cigarettes, cigars and chewing tobacco.
- c. Smoking is only authorized within 10 feet of designated smoking areas or inside of personally owned vehicles. Smoking areas will be identified by a shelter or cigarette butt receptacle. Smoking is not allowed in any common areas such as walkways or parking lots.
- d. Disposal of cigarette butts, matches, and any other smoking-related debris on the grass, sidewalks, parking lots, or in unauthorized containers is prohibited.

H.9. SPECIAL CONDITIONS

H.9.1. Any contractor equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the base.

H.9.2. The contractor shall be responsible for the coordination of his work with base communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

H.10. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)

H.10.1. The Detroit Arsenal has established a Mission-Focused Installation Wide Environmental Management System that conforms to ISO 14001 (See FAR Clause 52.223-5). Executive Order 13148 requires that all Federal agencies implement an EMS. The USAG-DTA shall implement an EMS and that EMS is in place and fully in compliance with all aspects of the system by 2009. Since the contractor's actions affect the USAG-DTA's EMS goals, they shall be required to support all the goals of the USAG-DTA's EMS. They shall not be required to have their own EMS.

H.10.2. The USAG-DTA is using ISO 14001 as its EMS standard.

H.10.3. The contractor will be required to meet all the requirements of ISO 14001, Environmental management systems-Requirements with guidance for use, Second Edition, 2004-1 1-1 5 that support the USAG-DTA's EMS.

H.10.4. The Contractor shall assure all subcontractors are aware and understand the USAG-DTA EMS.

H.10.5. All contractors' personnel must receive EMS awareness training annually. All subcontractors must receive EMS training. See the EMS work directives in the EMS web program for procedures.

H.10.6. The contractor must follow all procedures identified in the EMS work directives. Contractor must use all forms identified in the EMS Web Page Forms tab. The contractor does not have to have a conforming EMS (Reference FAR Clause 52.233-5 Alternate I and Alternate II).

H.11. CULTURAL RESOURCES

H.11.1. The USAG-DTA has a Cultural Resource Management Plan for both the Detroit Arsenal and Selfridge. The contractor shall incorporate the requirements of this plan in Design-Build Task Orders. An electronic copy of the plans can be provided up request.

H.11.2. The contractor must be aware of the appropriate Secretary of Interior Standards for Preservation and Rehabilitation that apply to work performed on eligible historical buildings.

H.11.3. Historical Properties

- a. The USAG-DTA/SANGB has an approved Historical Maintenance Plan that the contractor shall follow for all historical structures at Selfridge.
- b. Contractor shall not modify the design or project requirements of a project involving a historical structure without prior approval of the Contractor Officer. All actions that impact the historical nature of any historical structure must have the modification approved by the Michigan State Historical Preservation Office (SHPO). This includes such things as penetrating the wall structure, modifying the original use of the structure, modifying its appearance, etc. Once the design for the historical structures has been approved by the SHPO no modifications can be made to the design without further consultation with the SHPO.
- c. Eligible Historical Structures
 - (1). Detroit Arsenal
 - (A). Building 212
 - (B). Building 7
 - (C). Building 8

- (2). Selfridge
 - (A). 400 area Quarters
 - (B). 200 area Quarters
 - (C). 700 area Quarters
 - (D). Building 697
 - (E). Building 951

H.11.4. There has been no archeological finds on the USAG-DTA or in the surrounding area. However, if any archeological items or evidence of human culture (pottery, arrowheads, etc) are discovered during the course of the contractor's performance, immediately stop work and contact the COR. No work will be allowed until a determination can be made concerning the discovered items.

H.11.5. Upon discovery of human remains, contractor shall stop work immediately and notify the Contracting Officer, COR and the Federal Police Desk, (586)282-5564. Work is not allowed to proceed until cleared by both the Contracting Officer and the Police.

H.12. ARCHEOLOGICAL, PALEONTOLOGICAL & ENDANGERED SPECIES FINDS

H.12.1. Any archeological finds (evidence of human occupation) or paleontological finds (evidence of prehistoric plant or animal life) are to be reported to the Contracting Officer immediately and the contractor shall stop work at location of finds and continue work in other areas without interruption. Protect native endangered flora and fauna and notify the Contracting Officer of any construction activities that might threaten endangered species or their habitats.

H.13. EXCAVATING PERMIT

H.13.1. The contractor is required to secure an excavating permit before proceeding with any exterior on-site excavating or digging. The U.S. Army Garrison - Detroit Arsenal and Selfridge permit must be signed and a site inspection will be conducted (pre-dig meeting) prior to approval. A copy of the current excavation permit and excavation permit process can be obtained from the COR upon request. The DTA permit must be signed by the DPW, Chief of Engineering Services Division. The contractor must make provisions to accommodate delays that may arise due to the permit acquisition process. The USAG-DTA DPW, Chief of Engineering Services Division must have 14 calendar days notice from the contractor prior to permit being approved.

H.13.2. The contractor shall comply with Public Act 53 effective April 1 1975 as amended on December 21, 1989 by House Bill No. 5085. The contractor shall notify MISS DIG and the utility owners three full working days (excluding Saturdays, Sundays, and holidays) before any excavation, tunneling, drilling, boring, or demolition work begins. The contractor shall notify and call MISS DIG at 1-800- 482-7171, and coordinate his work accordingly.

H.13.3. The contractor shall comply with all requirements and conditions of the USAG-DTA excavation permit. The contractor is responsible for locating all utilities. The contractor shall field verify the location of the existing installation utilities in the contract work areas. The contractor shall hire a proficient subcontractor to locate the above utilities within excavation, boring, tunneling area. Suggested methods include the "Underground Radar Penetration" and exploratory trenches and pits to determine underground utility locations.

H.13.4. Facility Base Operations personnel may field locate utilities for the contractor, but this is done only as a courtesy utility identification. The contractor shall be responsible for protecting utility identification.

H.14. COMMERCIALY OWNED/OPERATED RADIATION EMITTING SOURCES/EQUIPMENT/DEVICES USED ON GOVERNMENT PROPERTY

H.14.1. When using radiation sources/equipment/devices for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements:

- a. Prior to bringing the radiation generator on to the U.S. Army Garrison locations, the contractor shall provide the Contracting Officer with the following information/documentation, as a submittal at least 30 calendar days before the starting date of the permit, for review and approval, and issuance of an Army Radiation Permit by the TACOM LCMC Safety Office:
 1. A letter applying for an Army Radiation Permit with Supporting Documentation.
 2. A copy of the Nuclear Regulatory Commission (NRC) License, that permits use or storage of radioactive sources/equipment/devices at Army Installations. If an Agreement State License is provided, then documentation must be provided to show the license is valid on Federal Property. This includes NRC Form 241, Report of Proposed Activities in Non-Agreement States, with the NRC in accordance with 10 CFR 150. If exempt from NRC licensing or under general licensing, proof of exemption or general licensing must be provided. For NARM and machine produced radiation, the contractor must provide appropriate state authorization that allows the contractor to use the radiation emitting sources/equipment/devices. The licensing must show operational use conditions/restrictions with expiration date.
 3. The documentation must specify the start and stop dates for the Army Radiation Permit and describe what purposes the applicant needs the Army Radiation Permit (Proposed Work Statement).
 4. A current list of trained and qualified employees that will be using the radiation emitting sources/equipment/devices and their training.
 5. The name of the contractor Radiation Safety Officer (RSO) and emergency contact telephone number.
 6. Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source. Indication of whether the sources/equipment/devices are to be stored on-site overnight and how it is to be stored. How the sources/equipment/devices will be stored during lunch hour and breaks.
 7. Designated storage location of the radioactive source if it remains overnight.
 8. Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.
 9. A copy of the company Radiation Safety Program.
 10. Emergency Response Plan in case of an emergency for a lost or damaged source/equipment/device and/or over exposure incident/injury.
 11. Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.
 12. Current leak tests on radiation sources/equipment/devices.
- b. The COR will obtain approval from the proper office having jurisdiction (TACOM Safety Office). After approval is received for use of the specific radiation generator, the contractor shall:
 1. Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source/equipment/device onto and around base/installation. The documents shall also allow the removal of the source/equipment/device from the base/installation. The

source and the activity shall dictate which DOT and NRC regulations and CFR's are applicable. These include, 10 CFR for the permit and operation; 29 CFR for occupational safety and health activities when using the instrument/equipment/device, 40 CFR for environmental protection activities, 49 CFR for transporting the instrument, and 10 CFR if the source is lost or stolen.

2. Limit authorized use of radioluminescent signs and markers to areas with low occupancy and where electrical power is not available except at prohibitive cost.

c. The contractor shall not:

1. Buy radioactive materials or accept radioactive materials into the Army inventory without approval from the TACOM LCMC Safety Office.
2. Buy or use radium without TACOM LCMC Safety Office approval.
3. Buy radioluminescent signs and markers only upon approval of the TACOM LCMC Safety Office.

d. Non-ionizing radiation (laser equipment). The contractor shall provide documentation committing to and supporting the below:

1. Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.
2. Proof of qualification of the laser equipment operator shall be available and shall be in possession of the operator at all times.
3. Employees, when working in areas in which a potential exposure to direct or reflected laser light greater than 0.005 watts (5 milliwatts) exists, shall be provided with the following anti-laser eye protection devices:
 - (A). Employees whose occupation or assignment requires exposure to laser beams shall be furnished suitable laser safety goggles which will protect for the specific wavelength of the laser and be of optical density (O.D.) adequate for the energy involved. Table E-3 lists the maximum power or energy density for which adequate protection is afforded by glasses of optical densities from five to eight.

TABLE E-3
SELECTING LASER SAFETY GLASS

Intensity, Attenuation CW Maximum Power Density (watts/cm ²)	Attenuation	
	Optical Density (O.D.)	Attenuation Factor
10 ⁻²	5	10 ⁵
10 ⁻¹	6	10 ⁶
1.0	7	10 ⁷
10.0	8	10 ⁸

Output levels falling between lines in this table shall require the higher optical density.

(B) All protective goggles shall bear a label identifying the following data:

- (i) Laser wavelengths for which use is intended.
- (ii) Optical density of those wavelengths.
- (iii) Visible light transmission.

4. Areas in which lasers are used shall be posted with standard laser warning placards.

5. Beam shutters or caps shall be utilized, or the laser shall be turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.
 6. Only mechanical or electronic means shall be used as a detector for guiding the internal alignment of the laser.
 7. The laser beam shall not be directed at employees.
 8. When it is raining or snowing, or when there is dust or fog in the air, the operation of laser systems shall be prohibited where practicable. In any event, employees shall be kept out of range of the area of source and target during such weather conditions.
 9. Laser equipment shall bear a label to indicate maximum output.
 10. Employees shall not be exposed to light intensities above any of the following:
 - (A). Direct staring: 1 micro-watt per square centimeter.
 - (B). Incidental observing: 1 milliwatt per square centimeter.
 - (C). Diffused reflected light: 2 1/2 watts per square centimeter.
 11. Laser unit in operation shall be set up above the heads of the employees, when possible.
 12. Employees shall not be exposed to microwave power densities in excess of ten milliwatts per square centimeter.
- e. The Installation/Base RSO or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radiation emitting source deemed to be unsafe IAW applicable laws, rules, and Federal regulations.
 - f. Disposal of radiation emitting sources/equipment/devices by contractors on Army property is prohibited.

H.15. SOLID WASTE MANAGEMENT

H.15.1. All waste that is not hazardous waste and non-regulated solid waste is considered Regulated Waste.

H.15.2. A waste management plan shall be submitted and approved prior to initiating any site preparation work. The plan shall include the following:

- a. Name of individuals on the contractor's staff responsible for waste prevention and management.
- b. Actions that will be taken to reduce solid waste generation.
- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.
- g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified. Include expenses for the removal and disposal

of building materials through demolition, recovery, reuse and recycling techniques that will not otherwise be offset by revenue, savings, or cost avoidance within the contract.

- h. Identification of materials that cannot be recycled/reused with an explanation or justification.

H.15.3. The contractor shall provide the following information to the COR by the 15th of each month:

- a. Quantity of solid waste generated in cubic yards or tons. Quantities may be measured by weight or by volume, but must be consistent throughout;
- b. Quantity of solid waste diverted through sale, reuse, or recycling in cubic yards or tons. Quantities may be measured by weight or by volume, but must be consistent throughout;
- c. Quantity of waste disposed by landfill or incineration in cubic yards or tons;
- d. The name and location of the landfill, recycling facility or waste processor receiving the waste or a description of the recycling disposition. Submit manifests, weight tickets, receipts, and invoices specifically identifying the project and waste material;
- e. Provide explanations for any waste not recycled or reused;
- f. Where the contract allows the contractor to use the installation’s dumpsters and custodial services, they will not have to submit information for material disposed using the facilities services;
- g. All disposal records shall be made available to the COR upon request and a copy of the records shall be delivered to the COR upon completion of the contracted work.

H.15.4. The records shall be made available to the COR during construction, and a copy of the records shall be delivered to the COR upon completion of the construction.

H.15.5. Types of Construction & Demolition (C&D) Waste

<u><i>Project Phase</i></u>	<u><i>C&D Debris</i></u>
Construction	Mixed rubble, wood, roofing, wall board, insulation, carpet, pipe, plastic, paper, bricks, lumber, concrete block, metals.
Demolition	Mixed rubble, concrete, steel beams, bricks, wood, lumber, wallboard, insulation, carpet, pipes, wire, equipment, fixtures.
Excavation	Earth, sand, stones, wood.
Roadwork	Asphalt, concrete, earth
Site Clearance	Trees, brush, earth, top soil, concrete, mixed rubble, sand, steel, paper, plastic, garbage, rubbish.

H.15.6. Disposal of solid waste, including C&D debris is the responsibility of the contractor.

H.15.7. The contractor shall make an effort to deliver non-hazardous materials to a commercial recycler and provide US Army Garrison with a summary of weights of materials recycled.

H.15.8. The contractor shall not use the installations dumpsters and custodial services. The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified.

H.15.9. Regulated Solid Waste. All Regulated Waste must be disposed of at a licensed Class II landfill site. Regulated Waste that is transported to a Class II landfill site must include a transportation manifest for each load of material delivered. Trip manifest must include name, address and telephone number of transporting company, name of the driver, driver signature, volume in cubic yards of material delivered, source of material, type of material hauled and delivered, date material is loaded and date material is delivered. A signed copy of each trip manifest must be kept with the contractor of record, the subcontractor if different then the prime contractor, and must be provided to the COR within 7 calendar days of completing each trip.

H.15.10. Non-Regulated Solid Waste. Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator. Disposal of solid waste, including construction and demolition (C&D) debris is the responsibility of the contractor. Refer to Unified Facilities Guide Specifications Section 01 74 19 for requirements of Solid Waste Management. The Waste Management Plan developed by the contractor will outline how all C&D materials generated will be handled for disposal and recycling. Section 01 74 19 paragraph 1.6 of the UFGS outlines the requirements of the Waste Management Plan.

H.15.11. Recyclable materials shall be handled to prevent contamination of materials from incompatible products/materials and separated by one of the following methods:

- a. Reuse. First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.
- b. Recycle. Waste materials that are not suitable for reuse, but do have value as a recyclable, shall be recycled whenever economically feasible.

H.15.12. The contractor shall recycle fifty percent (50%) of all C&D waste generated from the landfill. Cost effectiveness will need to be considered to meet these requirements. Documents must be submitted to the COR support the finding if it is not cost effective to recycle this material. The documentation must be approved by the Contracting officer and the DPW prior to being waived.

H.15.13. The contractor shall make an effort to deliver Non-Regulated Solid Waste materials to a commercial recycler and provide USAG-DTA with a summary of weights of materials recycled.

H.15.14. Non-Hazardous Waste. Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

H.16. ASBESTOS.

H.16.1. Asbestos is present on the USAG-DTA facilities.

- a. All contractor employees working in areas that contain or may contain asbestos containing material (ACM) or presumed to contain asbestos containing material (PACM) shall be properly trained to assure neither their employees nor anyone on the USAG-DTA is exposed to asbestos fibers during contract operations. The contractor shall insure all subcontractors are properly trained and they have records of the training on site.
- b. In the event there is an accidental disturbance of known asbestos, the contractor shall stop work immediately and secure the area until a competent person, as defined by 29 CFR 1926.1101(b), present to manage the Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM) and call the Base Operations help desk at (586) 282-5326.
 1. If during the execution of any work order asbestos containing material is disturbed or dislodged the contractor shall take the following actions:
 2. Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
 3. Contact the USAG-DTA work control desk to have the air handling system shut off in the release area to prevent the distribution of fibers to other areas in the building.
 4. Conduct clean-up IAW all Federal and State laws.

- c. If the contractor encounters asbestos or suspected asbestos that has not been previously identified on the individual Task Order the contractor shall immediately stop work and contact the Contracting Officer and the Contracting Officer's Representative.
- d. It is DoD and Army policy to manage asbestos in place and only remove it if it is failing or it interferes with another action such as construction or maintenance and repair.
 1. All asbestos abatement projects shall be conducted IAW with the State of Michigan requirements and the USAG-M (Detroit Arsenal) Asbestos Operations and Maintenance Plan and Asbestos Management Plan.
 2. All asbestos abatement designs and all State MDLEG/NESHAP joint notifications shall be submitted to the COR for review and approval prior to sending notifications to the State of Michigan for approval.
 3. The contractor shall maintain a Log for each abatement projects. A copy of each log shall be submitted into the Government after completion of the abatement project.
 4. The General contractor shall arrange for a third party neutral consultant to conduct final clearance requirements both visual and air monitoring using aggressive air sampling techniques as defined in 40 CFR 763, Subpart E, Appendix A, Unit III, TEM Method B.7(d-f) for all indoor asbestos abatement projects. The use of TEM analysis for final clearances is up to the discretion of the USAG-DTA Asbestos Material Control Officer [AMCO], who acts on behalf of the facility/building owner. If deficiencies are found during the asbestos abatement activity, the Asbestos Abatement contractor shall correct all deficiencies. The General contractor shall notify the Contracting Officer of the contracted third party neutral consultant and the asbestos removal company to ensure the third party neutral consultant is not the same company as the asbestos removal company. The third party neutral consultant will be contracted by the General contractor, exclusively for final clearance requirements both visual and air monitoring.

The selected third party neutral final clearance consultant will provide the COR with a copy of the post abatement air monitoring clearance results [analytical report] and visual inspection report to ensure all air samples indicate concentrations are less than 0.01 fibers/cc as required by EPA. The third party neutral final clearance consultant will also provide the COR a re-occupancy notification indicating the regulated area is available for re-occupancy. The third party neutral consultant will post the re-occupancy notification and analytical report in the vicinity of the regulated area for building occupants to review as necessary. A copy of each report will be placed in the COR's project package.

Following a satisfactory clearance of the regulated area, any remaining critical barriers and warning devices shall be removed and disposed of as asbestos-contaminated waste. Re-establish HVAC, mechanical, and electrical systems in proper working condition. All asbestos abatement contractor qualifications shall be in accordance with UFGS requirements.

5. All removed asbestos shall be properly packaged, labeled and turned into the Hazardous Materials Pharmacy (HAZMART) for disposal IAW with the HAZMART Users Pamphlet, Attachment 009.

6. The contractor must submit an as-built drawing . The drawing shall identify the following:
 - (A). Type of ACM removed.
 - (B). Location of where the ACM was removed.
 - (C). Date of Abatement.
7. If the contractor removes asbestos insulation, they must replace the asbestos with non-asbestos insulation and label the insulation as non-asbestos. The new insulation shall be provided in accordance with UFGS specifications.

H.16.2. The contractor is responsible to assure all their personnel, and their subcontractor's personnel, performing asbestos abatement have the proper State of Michigan Certification/License and that the company performing the abatement is licensed by the State of Michigan.

- a. All abatement workers must be properly trained and licensed by the State of Michigan. Provide copies of all licenses and certifications prior to the start of work. Workers shall have their asbestos license with them at all times. A copy of the contractor's license must be on site at all times. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project by the Contracting Officer. Any cost for failure to have the proper documentation will be the responsibility of the contractor.
- b. Prior to the start of any abatement work, the contractor shall provide copies of all workers licenses to the COR.
- c. Prior to the start of any abatement work, provide a copy of the company's State of Michigan license to the COR.

H.16.3. Types of training that may be required:

- a. Project designer
- b. Management planner
- c. Building inspector
- d. Contractor/Supervisor
- e. Abatement Worker
- f. Awareness

H.16.4. Per AR 200-1, 8-2 b contractor shall not use ACM where asbestos free substitute materials exist. The use of ACM is not permitted without written approval by the Contracting Officer. If ACM has been used, provide an as-built drawing with the following information:

- a. Location.
- b. Type of asbestos.
- c. Percentage of asbestos in the material.
- d. Date installed.
- e. If the contractor does not use ACM, the contractor shall provide written certification that they have not used any ACM during performance of the contract, project or Task Order. This shall be a letter from a company representative that has the authority to sign a contract or modification.

H.17. HAZARDOUS MATERIAL USAGE

H.17.1. General. The contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. The definition of hazardous material is located in Fed Std. 3 13C, dated 1 March 1988.

H.17.2. Hazardous Material Identification Form. All HM required to support the contract shall be reported using the Contractor Hazardous Material Identification Form, Attachment 010, to the COR who will in turn inform other applicable personnel. The form must be used when transporting hazardous material onto Detroit Arsenal or Selfridge or in delivery of received hazardous materials at either location. Additional HM needed by the contractor shall be identified to the COR for approval.

H.17.3. Hazardous Pharmacy (HAZMART). Contractors and subcontractors must register and barcode all HM they plan to use through the HAZMART Office and the COR prior to start of work in order to support the installation's compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements. Contractors and subcontractors shall register all HM through the HAZMART when they come on the installation and all containers must be processed through the HAZMART before they leave the installation. This must be done during the HAZMART open hours. Contact HAZMART for hours of operation

H.17.3.1. All MSDS documentation shall be provided to the HAZMART and COR by the contractor for all chemicals to be used and stored on the premises. HAZMART will provide bar coding for all chemical products used and stored on the premises as required. HAZMART will provide receipt to the contractor of all chemicals brought in for bar coding. HAZMART registers all chemical quantities and usage. At the end of each day, the contractor shall remove the bar code from the container and return it to the HAZMART to close out the cycle for the purpose of tracking the chemicals and quantities used. This must be done during the HAZMART open hours.

H.17.3.2. HAZMART can be reached at the following:

- a. Detroit Arsenal- (586)282-5665
- b. Selfridge- (586)307-2019

H.17.4. Environmental Protection and Community Right to Know Act (EPCRA) IAW FAR 52.223-5. The contractor must provide information of all hazardous materials used in accordance with FAR 52.223-3, "Hazardous Material Identification and Material Safety Data." By using the HAZMART to register HM entering the installation, this requirement is met. Hazardous or toxic materials not owned by the Federal Government may not be stored on the USAG-DTA or Selfridge unless authorized under 10 USC 2692.

H.17.5. When not in use, all chemicals will be stored in a safe and proper manner in the proper containers.

H.17.6. The contractor is responsible for maintaining a clean and safe work area. Trash, scrap material will not be permitted to pile up causing a fire/safety hazard.

H.17.7. The contractor shall not store or dispose of hazardous or toxic materials on USAG-DTA or Selfridge property. This does not include temporary accumulation of a limited quantity of a material used in support of the contract and registering through the HAZMART.

H.17.8. The contractor shall maintain HM Identification Form for HM on the job site for inspection/verification. The COR will verify that the HM identified is the only HM in use on the job site.

H.17.9. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer and the COR, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a Task Order modification may be required, subject to equitable adjustment under the terms of the contract.

H.17.10. The contractor shall accompany the COR and the installation Environmental Manger (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.

H.17.11. Training Requirements. All contractor and subcontractor personnel handling hazardous material shall have Storm Water Awareness training. Hazard Communication (HAZCOM) and Hazardous Waste Operations and Emergency Response (HAZWOPER) training is required under OSHA.

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM (ATTACHMENT 009)

H.18. HAZARDOUS WASTE

H.18.1. USAG-DTA is responsible as the sole generator of solid waste on USAG-DTA property, including hazardous waste, and accurate recordkeeping is of paramount importance.

H.18.2. Hazardous waste is defined in 40 CFR 261.3.

H.18.3. The contractor shall not store or dispose of hazardous or toxic materials on USAG-DTA or Selfridge property from any source.

H.18.4. All hazardous waste generated on either the USAG-DTA or Selfridge must be disposed of through the HAZMART. Contact the HAZMART for hours of operation and coordination instructions at the following:

- a. USAG-DTA - (586)282-5665
- b. Selfridge- (586)307-2019

H.18.5. Hazardous waste generated as a result of work being conducted shall be handled at the end of each day by bringing the waste to the HAZMART. This must be done during the HAZMART open hours. Unused product is not classified as Hazardous Waste and is the responsibility of the contractor. For example, do not bring half tubes of caulk, adhesive, or half cans of primer or paint to the HAZMART for disposal.

H.18.6. All hazardous waste must be properly packaged and marked prior to turning it in to the HAZMART. The contractor shall provide the proper containers/boxes for hazardous waste. Contractor shall submit DA Form 3161 at the time of hazardous waste turn in to HAZMART. The HAZMART will not return the containers/boxes back to the contractor.

H.18.7. Universal Waste.

- a. Contractor shall collect, package and properly label all universal waste. Coordinate with the HAZMART for turn and disposal. The contractor shall not charge the Government for disposing of universal waste.
- b. Universal waste includes:
 1. Mercury (used in fluorescent light tubes switches and thermostats).
 2. Lead acid batteries.

H.18.8. Toxic Substance Control Act (TSCA). While TSCA waste is not classified as hazardous waste, only TSCA wastes (identified below) shall be processed through the HAZMART for disposal.

- a. Asbestos: Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn-in and disposal.
- b. Polychlorinated Biphenyls (PCBs): Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn-in and disposal.

- c. Light ballasts: Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn-in and disposal.

H.19. LEAD BASED PAINT (LBP)

H.19.1. LBP is present on the USAG-DTA in both housing, and non-housing.

H.19.2. All contractor employees working in areas that contain LBP or presumed to contain LBP shall be properly trained to assure neither their employees nor anyone on the USAG-DTA is exposed to LBP during contract operations. The contractor must insure that all subcontractors are properly trained and they must keep records of the training available for inspection by the COR.

H.19.3. When the contractor is required to disturb or dislodge LBP containing material during the execution of any delivery order the contractor shall take the following actions:

- a. Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
- b. Conduct clean-up IAW all Federal and State laws.

H.19.4. If LBP is removed and the action is not considered abatement:

- a. The contractor shall dispose of the debris as solid waste. The contractor shall test the waste material for hazardous waste constituents to determine disposal classification.
- b. The contractor shall submit an as built drawing identifying the LBP removed and date of removal.

H.19.5. The contractor is responsible to make sure all employees and subcontractors are properly trained. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project.

H.19.6. The contractor is responsible to assure that they have the proper State Certification or their company and all subcontractors have their state licenses for all LBP work. Provide a copy of all licenses and certificates prior to the start of work. Copies of licenses and certificates shall be on site at all times. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project.

H.19.7. The contractor shall certify that they have not used any LBP during performance of the contract, delivery order or project. This shall be a letter from a company representative that has the authority to sign a contract or modification.

H.20. LAND USE (Green Infrastructure):

- a. Land disturbance that results in permanent impacts to 5,000 square feet or more of green space must be replaced at a minimum 1:1 ratio subject to review and approval by the government.
- b. Green space replacement may include the following: green roof systems, restoration of former green space areas within or adjacent to the project area; restoration of former green spaces areas within the USAG – DTA boundaries; establishment of storm water infiltration areas such as bio-swales and rain gardens.
- c. Open water habitat, such as natural ponds, storm water ponds, waterways and cooling ponds are not considered green space areas.
- d. Upland buffers adjacent to open water habitat can be viewed as green space areas for purposes of land disturbance impact measurement and mitigation.

H.21. ENERGY, WATER EFFICIENCY, AND RENEWABLE ENERGY

H.21.1. The Government's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.

H.21.2. The Government is committed to reducing energy requirements at all installations. All contractors must strive to minimize energy usage on the USAG-DTA and follow USAG-DTA's Energy Plan.

H.21.3. The contractor shall include the use of energy-using products for construction, renovation, or maintenance of a public building by acquiring energy-using products designated by the Department of Energy's Federal Energy Management Program (FEMP).

H.21.4. The contractor shall shut off all electrical equipment, lights and water supplies when not in use.

H.21.5. The Government requires that certain equipment be Energy Star compliant. An equipment list is location at <http://www.energystar.gov>. Initially, the sole Energy Star requirement shall be the self-certification by the bidder that the specified equipment is Energy Star compliant. Within three months of the availability of an EPA sanctioned test for Energy Star compliance, the contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the contractor's expense.

H.21.6. When purchasing equipment as part of their contract, only equipment identified as energy efficient may be purchased.

H.21.7. Provide manufactures energy usage data prior to installation.

H.22. STORM WATER

H.22.1. The contractor shall monitor all activities to prevent pollution of surface and ground water.

H.22.2. Toxic or hazardous chemicals shall not be applied to soils or vegetation.

H.22.3. The Detroit Arsenal is located adjacent to an impaired waterway, Bear Creek. The contractor must continually monitor their site to assure no pollutants enter the waterway. This could be through spills to the ground, runoff or through the storm sewer or trash from the site that could end up in the water.

H.22.4. The contractor will not dispose of any waste, solid or liquid, through a storm sewer.

H.22.5. It is illegal to connect storm water sewer lines to the sanitary wastewater sewer lines. Contractors shall contact the COR and the Environmental Management Division if there are any conflicts with this requirement within individual Task Orders.

H.22.6. The contractor shall monitor all activities and not pollute surface and ground water while in performance of individual Task Orders.

H.22.7. Any wastewater other than specifically exempted by Michigan law shall not be disposed through a storm sewer.

H.22.8. When a MDEQ certified Construction Storm Water Operator (CSWO) is required by the individual Task Order, the contractor will provide the CSWO with all required inspections and record keeping. A copy of these records will be provided to the COR monthly.

H.22.9. Permits. When the contractor is required in an individual task order to disturb soil within 500 feet of Bear Creek at the Detroit Arsenal, the Clinton River or Lake St. Clair at Selfridge Air National Guard Base, the contractor shall obtain a soil erosion permit from Macomb County prior to the start of any work.

H.22.9.1. Contractor shall follow all state and county rules and regulations regarding soil disturbance and the contractor shall obtain all required county and state permits for construction sites one acre or more in size.

H.22.9.2. Contractor must provide a soil erosion and sedimentation control plan to the COR for approval prior to disturbing any soil.

H.22.9.3. Soil erosion and sedimentation control must be maintained at all times on the activity site.

H.22.9.4. Soil erosion and sedimentation control must be kept in place until the soil is stabilized. Stabilization includes such things as vegetation growth, concrete or asphalt, or gravel/rocks. The site is considered to be stabilized when all permanent control structures have been installed, vegetation is 90 percent established, and temporary controls have been removed such as silt fencing.

H.23. WATER QUALITY (Potable/Drinking Water)

H.23.1. The contractor shall not contaminate drinking water.

H.23.2. Contractor shall use backflow protection when connecting to the potable water system. Prior to connecting to any potable water system, submit the following information to the COR for approval:

- a. Location of connection.
- b. Purpose of connection.
- c. Time when the contractor will connect to the water system.
- d. Type of backflow prevention being used to protect the water system.

H.23.3. Contractor shall use the latest version of American Water Works Association (AWWA) procedures to disinfect the system after any work on the potable water system.

H.23.4. Contractors connecting, replacing, or modifying any equipment which connects to the water system must provide the appropriate backflow prevention device either on the water connection or the equipment. Equipment includes process devices, heat exchangers, pumps, in-line coffee pots, water fountains, etc.

H.24. WASTE WATER (Sanitary)

H.24.1. The contractor shall not dispose of any waste through the sanitary sewer other than normal restroom wastewater.

H.24.2. Accidental releases to the sanitary sewer must be reported immediately to the Fire Department.

- a. Detroit Arsenal (586) 282-7117
- b. Selfridge 911 (land line only)

H.24.3. Contractor shall not connect sanitary wastewater sewer lines to storm water sewer lines.

H.24.4. All sanitary waste water discharges must comply with the City of Warren's Code of City Ordinances, Chapter 41. Accidental releases to the sanitary sewer must be reported immediately to the Fire Department at the Detroit Arsenal: (586) 282-7117, and the COR shall also be contacted.

H.25. PEST MANAGEMENT

H.25.1. Pesticide application can only be performed by a licensed pest applicator approved by the USAG-DTA pest management program manager. Any pest control activities required by the contractor or its subcontractors must be requested through the installations work control desk. This includes all administrative space and outside work areas.

- a. Detroit Arsenal (DTA): (586) 282-5326
- b. Selfridge: (586) 307-4208

H.25.2. Fertilizer not containing pesticides or herbicides may be applied by a non-licensed applicator. Fertilizer applications must be accomplished to minimize any impacts on storm water.

H.26. POLLUTION PREVENTION

H.26.1. It is the Federal Governments goal to:

- a. Reduce the use of hazardous and toxic materials.
- b. Establish work processes that reduce pollutants to the air and water.
- c. Recycle waste rather than dispose of it.
- d. Use materials that have recycled content.
- e. Reduce energy consumption

H.26.2. The contractor and all subcontractors are an integral part to the Pollution Prevention program at the USAG-DTA.

H.26.3. The areas that contribute to the success of the USAG-DTA's Pollution Prevention program:

- a. Green Procurement.
- b. Energy Conservation.
- c. Solid Waste Management.
- d. The contractor shall use double-sided printing or copying and use recycled paper when ever practicable.

H.26.4. Spill Control and Response

- a. The contractor shall conduct all operations to minimize the possibility of a spill or release of a hazardous material or pollutant.
- b. All hazardous materials or pollutants must be stored on containment pallets, in containment storage cabinets (contractor must assure material in the cabinets are compatible) or in a dike or berm type containment area.
- c. Notify the COR and Environmental Management Division of the storage location of hazardous materials or pollutants when they come on the installation.
- d. The contractor must comply with the USAG -DTA SPCC/ISPC.
 - 1. Report all spills, other than small "bench stock" types to the Fire Department for response: (586) 282-7117.
 - 2. The contractor must have a spill kit on site at all times with the appropriate type and amount of containment material for the materials on site.
 - 3. The contractor shall reimburse the Government for all clean up and disposal costs.
 - 4. The contractor is responsible for the actions of all subcontractors.

H.27. NATURAL RESOURCE MANAGEMENT

H.27.1. The contractor shall minimize environmental pollution and damage that may result from its operations. Environmental resources within the project boundaries and those affected outside the limits of work shall be protected for the duration of the contract.

H.27.2. The contractor shall confine all activities to areas defined by the drawings and specifications.

H.27.3. Landscape features (trees, shrubs, landforms) defined on drawings shall be clearly identified by the contractor at the work site with marking, fencing, or other technique to minimize interference, damage, or disturbance.

H.27.4. The Contractor shall fence mature trees (4" Diameter Breast Height) at the drip line of each tree located within or adjacent to the work area to prevent root-zone damage from soil excavation, disturbance or compaction due to Contractor machinery or other equipment.

H.27.5. The contractor shall not attempt to "pursue, hunt, shoot, wound, kill, trap, capture, or collect" a migratory bird that becomes a nuisance in the work area. In this event, the contractor shall contact the Facilities Base Operations Work Order Desk for assistance by calling 586-282-5326 at Detroit Arsenal or 586-307-4208 at Selfridge.

H.27.6. Wetlands. Impacts to wetlands require approvals from the U.S. Army Corps of Engineers, State of Michigan and Macomb County. No work can occur in wetlands without those approvals.

H.27.6.1. Permits. All permit application packages must be submitted to the COR for review and approval prior to submittal to city, county or state offices for approval. Copies of all permits must be provided to COR once approved and issued by the controlling agency. No work can occur without approval permits in place. A copy of each permit must be kept either at the project site or within the project trailer.

H.27.7. Waterways. Impacts to waterways require approvals from the U.S. Army Corps of Engineers, State of Michigan and Macomb County. No work can occur in waterways without those approvals.

H.27.7.1. Permits. All permit application packages must be submitted to the COR for review and approval prior to submittal to city, county or state offices for approval. Copies of all permits must be provided to COR once approved and issued by the controlling agency. No work can occur without approval permits in place. A copy of each permit must be kept either at the project site or within the project trailer.

H.27.8. Wildlife. Migratory birds are protected and cannot be harmed due to construction. Removal of trees or shrubs for purposes of construction or renovation must not result in loss of active bird nests. Inspection of trees and shrubs prior to removal must occur: contact the COR for inspection assistance. Written approval must be received from the COR prior to removal of trees containing nests. Wildlife injured as a result of construction or renovation activities must be immediately reported to the COR.

H.27.9. Wildlife Habitat. When replanting grass or trees, the contractor shall use only species native to the State of Michigan. Trees must be planted as 2.5" or greater diameter ball and burlap plantings. Trees plantings shall occur between April 15 and October 15 of each growing season per calendar year. Trees or shrubs that are removed due to renovation or construction activities shall be replanted on a 2:1 ratio. A professionally developed tree planting plan and/or landscape plan must be provided to the COR for review and must receive their written approval prior to planting. Tree or shrub selection and/or planting must comply with Force Protection Standards. Such plantings must be approved by the COR. The following species of trees are the only trees allowed to be planted:

- a. Black Cherry
- b. Red Maple
- c. Paper Birch
- d. River Birch
- e. Red Oak

- f. American Elm

H.28. SOIL MANAGEMENT

H.28.1. Purpose. Control the accumulation of solid waste such as inert material or construction-demolition waste on Army property; control the creation of uncontained waste piles; manage the disposal and reuse of excavated materials; mitigate impact of earth disturbing activity on air quality, surface water quality, storm water quality, solid and hazardous waste management, pest management, and natural resources. The disturbance of soils on the USAG-DTA can affect a number of different environmental areas. Depending on the circumstances, disturbed soil can impact Air, Water Quality, Hazardous Waste, Natural Resources, Pest Management, Solid Waste, and Storm Water. It can also affect non-environmental areas, e.g. underground utilities, landscaping, storm drain maintenance, etc.

H.28.2. Soil shall not be used at other locations on the USAG-DTA and will be disposed of by the contractor off site. This may require testing for contamination before it will be accepted by a landfill. If testing confirms the soil is contaminated or the soil is not acceptable to the landfill, contact the HAZMART for coordination of disposal. If there is a reason to leave soil on site, the DPW and the Contracting Officer must approve the storage. All soil must be tested and free from any contamination. Soil must be free of construction debris. Soil must be managed and stabilized prior to completion of the contract. Fugitive dust must not migrate off the construction site.

H.28.3. Permits. Under certain conditions, soil disturbance may require a state NOC or county SESC permit. If construction or any disturbance of soil is within 500 feet of Bear Creek at the Detroit Arsenal, a soil erosion permit must be obtained from Macomb County prior to the start of any work.

H.28.3.1. All permit application packages must be submitted to the COR for review and approval prior to submittal to city, county or state offices for approval. Copies of all permits must be provided to the COR once approved and issued by the controlling agency. The entire permit must be provided. The permit includes the county cover sheet and all county stamped drawings. No work can occur without approval permits in place. A copy of each permit must be kept either at the project site or within the project trailer.

H.28.4. Inspections. Inspections will be conducted by the contractor as required by the county and state. The inspector will be a MDEQ Construction Site Certified Soil Erosion Sedimentation Control inspector. Inspection logs required by permits must be kept at the project site or within the project trailer; a copy of all inspection logs must be provided to the COR on a weekly basis. Any and all erosion control discrepancies must be reported to the COR and must be noted on the inspection log. All known erosion control discrepancies must be corrected within 24 hours of discovery unless otherwise approved by the Contracting Officer's Representative. All corrected erosion control discrepancies must be reported to the COR within 24 hours of the corrected work occurring or the first business day following the corrective work.

H.28.5. Soil erosion and sedimentation control must be maintained at all times on the activity site.

H.28.6. Provide Soil Erosion and Sedimentation Control (SESC) plan to the COR for approval prior to disturbing any soil. The SESC plan must conform to the state of Michigan and Macomb County soil erosion and sedimentation control requirements. Failure to install and maintain approved soil erosion controls may result in project suspension. Soil erosion and sedimentation control must be kept in place until the soil is fully stabilized. Stabilization includes 90 percent density vegetation cover growth, installation of paved or gravel surfaces where required, placement of riprap and other control features as required by the approved SESC plan. Any disturbance of soil may require adherence to state and county requirements.

H.28.7. SESC Reports. Prior to contract close out the Contractor shall supply a report to the COR including the following:

- a. The number and volume (shipping tickets) of excess soil loads removed from the work area either for re-use on USAG-DTA premises, or disposal in an offsite landfill, or reused at a private property.

- b. The name and location of each USAG-DTA re-use area, or offsite disposal facility, or other private property used for excess soil disposal.
- c. The records of permission, laboratory analysis, and material profile information required by an offsite disposal facility or other private property used for excess soil disposal.

H.28.8. Other Information.

- a. The contractor shall control the accumulation of solid waste such as inert material or construction-demolition waste on Army property; control the creation of uncontained waste piles; manage the disposal and reuse of excavated materials; mitigate impact of earth disturbing activity on air quality, surface water quality, storm water quality, solid and hazardous waste management, pest management, and natural resources.
- b. The contractor shall not store excavated materials on USAG-DTA property except in those areas designated on project drawings and by the COR for storing construction-demolition bulk materials or for staging bulk materials destined for disposal.
- c. When excavated materials are designated by the COR for storage on site:
 - 1. The COR will provide an approved location for storage.
 - 2. Soil must be free of construction debris.
 - 3. Soil must be managed and stabilized prior to completion of the contract.
 - 4. Fugitive dust must not mitigate off the storage area.
- d. When excavated materials are designated by the COR for removal off USAG-DTA property, the contractor shall be responsible for obtaining permission for disposal from a properly authorized commercial disposal site, or permission for placement on land from another private property owner if used as general fill material on private land. Permission will include providing any laboratory analysis and material profile information required by the commercial disposal site or private property owner.
- e. The Government assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the Government. The Government does not assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.29. AIR EMISSIONS.

H.29.1. All Army actions (projects, events, etc.) on this installation must be considered under the General Conformity Rule (GCR), due to the fact this installation is in a non-attainment area. For all exterior construction, renovation or land disturbance projects, an applicability analysis must be performed which calculates and compares all direct and indirect emissions of the action to the de minimis threshold values of the non-attainment area. A copy of the analysis shall be submitted to the COR.

H.29.2. Emissions. The USAG-DTA's air emissions are restricted. The USAG-DTA is currently located in a non-attainment area for ozone and particulate matter (PM) 2.5 as defined by the EPA. The EPA has the authority to change this at any time, based on emissions in the Southeastern Michigan regional area.

H.29.2.1. The USAG-DTA has been issued a synthetic minor air permit from the State of Michigan permit for all emissions at the Detroit Arsenal (DTA).

H.29.2.2. Ozone and PM 2.5 Actions Alerts are forecast by the Clean Air Coalition's meteorology team under a number of factors that include meteorological conditions like temperature, wind speed, direction, cloud cover and ultraviolet radiation. The team also considers the likelihood of ozone transport from other areas and expected emissions from regional sources. While there are no legally binding requirements to reduce emissions that could reduce ground level ozone, the contractor should be cognizant of the actions they can take to reduce emissions that contribute to ozone development. Ozone and PM 2.5 Action Alerts address the importance of preventing the formation of ground-level ozone and protecting public health.

H.29.2.3. The contractor shall use only low VOC paint as defined in 40 CFR.

H.29.3. Ozone Depleting Chemicals (ODC) requirements:

- a. ODC and Ozone Depleting Substances (ODS) are verbally used and are interchangeable;
- b. It is Army policy to minimize the procurement, use and emissions of ODCs to the greatest extent possible. Installation of new equipment using Class I ODCs is prohibited;
- c. Only equipment and refrigerants listed by the EPA Strategic New Alternatives Program (SNAP) are acceptable. No equipment using HCFC 141b shall be used. It should be noted, however, that HCFC 142b and HCFC 22 shall be phased out in 2020;
- d. All HCFCs shall be phased out in 2030 respectively and not recommended for use or future liability;
- e. Only equipment using refrigerants listed by the EPA Strategic New Alternatives Program (SNAP) are acceptable. Equipment must be labeled with type of chemical used and date installed;
- f. As-built drawings shall include location of equipment, installation date, and type of refrigerant used;
- g. The use of Class I or Class II ODCs are not by themselves damaging to the environment provided the refrigerant does not leak during operation and is recovered upon retirement of the equipment;
- h. All personnel maintaining, repairing or replacing ODCs must be licensed and their equipment must be certified with a copy of the certification submitted to the COR prior to the start of work;
- i. Licenses and equipment certification must be retained on site and copy shall be submitted to the Environmental Management Division (EMD) prior to the start of work;
- j. DOD has a program to retain certain Class I and Class II ODCs for strategic reuse. Class I and Class II ODCs are defined in Section 602(a) & (b) of the Clean Air Act. Turn in all recovered and excess ODCs into the HAZMART for disposal. Place recovered ODCs in cylinders meeting ARI guideline K suitable for type of ODC (filled no more than 80% capacity) and provide appropriate labeling. Cylinders will not be returned to the contractor.

H.29.4. Fugitive Dust. The contractor shall control fugitive dust in and around the work site. The contractor shall establish dust control measures to maintain excavations, stockpiles, haul roads, and other work related areas within or outside the project boundaries free of particulate release that would exceed environmental regulations or would cause a hazard or nuisance. Sprinkling as a control must be repeated to keep area damp. The contractor shall provide sufficient equipment and water source for adequate wetting. Keep haul roads clean of soil or other debris. Contractor shall observe the following guidance:

- a. Dust control measures shall be applied any time dust is generated on construction sites or roads;
- b. Water sprinkling as a control must be repeated as necessary to control fugitive dust from leaving the installation;
- c. All appropriate measures must be used to prevent disturbed soils (sediment and colluvial deposits) from entering adjacent storm sewer inlets and surface waters;
- d. Water used to control dust or clean vehicles must be obtained from a source with backflow prevention;
- e. **DIRT AND DUST CONTROL PLAN:** Submit truck and material haul routes along with a plan for controlling dirt, debris, and dust on base roadways. As a minimum, identify in the plan the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways;
- f. **DUST CONTROL:** Keep dust down at all times, including during non-working periods:
 1. Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations;
 2. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming;
 3. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars;
 4. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete;
 5. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

H.29.5. Indoor Air Quality. The contractor shall prevent dust created during the performance of an individual Task Order from migrating outside the work areas. Specific preventative measures may include but not limited to constructing an enclosure around the work area (including above the drop ceiling), blocking intake ducts or sweeping/vacuuming daily outside the work.

H.29.6. Air Permit Requirements:

- a. Permit Number #566-96B applies to all work on-site;
- b. Permit to install - projects involving installation of a source of air emissions or modifying a current air emissions source (vent hood, boiler, stationary engine, paint booth, etc.), the contractor shall complete the required permit application and submit it to the Garrison Air Quality Manager, through the COR, who will review it for impacts on the current air permit before the Government submits it to the State. The Environmental Management Office has the final decision on whether a source is exempt as outlined in State of Michigan Air Quality Rules, R336.1278a-1290. The permit to install could take up to 6 months to receive approval from the State of Michigan;
- c. If using portable power generators, the contractor must develop and maintain a log, it must show hours run per day and the amount and type of fuel burned per day. A legible copy of this log must be turned in weekly to the Garrison Air Quality Manager. Prior to this, the contractor shall prepare an estimate of use for the entire job and the Air Quality Manager shall review the estimate for its effect on the air permit;
- d. The contractor shall use either low or no VOC paint as defined in 40 CFR. The amount and type of paint used shall be reported in the form of a log to the Air Quality Manager on a weekly basis;
- e. Any welding performed must also be reported. A log showing the amount of rods/wire used and the make-up of rods/wire used must be turned into the Air Quality Manager on a weekly basis;
- f. Paint and welding logs may be combined.

H.30. TEMPORARY ENVIRONMENTAL CONTROLS

H.30.1. Dirt and Dust Control Plan. Submit truck and material haul routes along with a plan for controlling dirt, debris, and dust on base roadways. As a minimum, identify in the plan the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways.

H.30.2. Dust Control. Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

H.30.3. Mercury Materials. Mercury is prohibited in the construction, unless specified otherwise, and with the exception of mercury vapor lamps and fluorescent lamps. Dumping of mercury-containing materials and devices such as mercury vapor lamps, fluorescent lamps, and mercury switches, in rubbish containers is prohibited. Remove without breaking, pack to prevent breakage, properly label containers and transport to the HAZMART. Immediately report to the Detroit Arsenal Fire Department and COR any instances of breakage or mercury spillage. The Detroit Arsenal will clean up all contractor mercury spills or breakages. The contractor will reimburse the Government for all costs incurred due to clean up.

H.30.4. GIS Deliverables. All contract Geographic Information Systems (GIS) deliverables that involve maps or other geospatial data must meet the following requirements:

H.30.5. All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) available from the CADD/GIS Technology Center at <https://caddim.usace.army.mil/>. This data will be organized using SDSFIE 2.60 specifications for file, class and attribute nomenclature. Information must be collected at no less than 1:360 scale. This data will meet or exceed

National Map Accuracy Standards at those scales and metadata using Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM) for organization. Content will accompany all submissions.

H.30.6. Geospatial data must be delivered in a geo-referenced GIS format (feature-based file structures including one-to-one cardinality between spatial records and attribute records) including attribute data and as specifically outlined in the specific Task Order contract. All geospatial data must be delivered in the North American Datum 1983 (NAD83) projection, Michigan South State Plane Coordinate System, using U.S. Foot units.

H.30.7. Survey Grade Global Position Systems (GPS) or comparable traditional survey methods will be used to collect geospatial data (e.g., northing, easting, and elevation above or below the Earth's surface) for all contract activities where geospatial data is involved. This data will be obtained at the time of construction and prior to burial in the case of underground utilities. This data must be delivered to the installation in an open Relational Database Management System (RDBMS) with the associated attribute data. Examples include but are not limited to obtaining precise GPS data for new waterline endpoints, connections, and connected valves prior to burial.

H.31. AFFIRMATIVE PROCUREMENT

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

H.31.1. GENERAL

H.31.1.1. GREEN PROCUREMENT & POLLUTION PREVENTION

Green Procurement is a mandatory component of the Army pollution prevention program. The goal of the U. S. Army Garrison Detroit Arsenal for Green Procurement: "100% of all products purchased each year in each of U.S. EPA's 'Guideline Item' categories shall contain recovered materials meeting U.S. EPA's Guideline Criteria." This document contains guidelines for implementing the RCRA, EO, DoD, and Army requirements.

H.31.1.2. Green Procurement is part of the Federal Government's program to promote recycling and the use of recycled material. The requirements are defined in Executive Order 13423.

Applicability:

1. Applies to Federal agencies including USAG - DTATA and to persons/companies contracting with Federal agencies with respect to work performed as part of these contracts.
2. Applies to all procurement or purchasing actions using Federal funds; such actions include:
 - a. Purchases made directly by USAG - DTA.
 - b. Purchases made directly by the Contractor in support of work being performed for USAG - DTA.

H.31.1.2. The use of EPA designated items is required during performance of this contract. The EPA issued the Comprehensive Procurement Guidelines (CPGs) that have established the mandatory procurement by federal agencies of 58 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. The number of items designated by the EPA may change during the contract period. The contractor must use all newly designated items. The use of these items is mandatory for all actions on the USAG - DTA unless one of the following exemptions applies.

H.31.1.3. The contractor must follow the USAG - DTA Green Procurement Plan in order to obtain a waiver to not use one of the EPA designated items. The Resource Recovery and Conservation Act (RCRA) provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available within a reasonable period of time.
2. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.

3. The product is not available at a reasonable price. For USAG - DTA purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

H.31.1.4. The EPA "List of Available Construction Products Composed of Recovered Materials" and their suppliers can be obtained at: <http://www.epa.gov/cpg/products.htm>. A list of recycled content requirements can be found at https://usagmi.army.mil/sites/directorates/green_procurement_chart.doc

H.31.1.5. The Contractor will evaluate the reasonable availability, reasonable performance standards, and price of EPA "Available Construction Products Composed of Recovered Materials" as compared to virgin materials that will be used on the construction project. The Contractor will consult with and report to the COR on the choice of materials selected.

H.31.1.6. A "Green" waiver from the requirement to use recovered materials will be determined by the Contracting Officer in consultation with the USAG - DTA Environmental Management Division. As new items are added to the CPG list, the Contractor must use these new items or obtain a "Green" waiver. The Contractor must provide to the COR a list of all recovered materials used in conjunction with the project at the end of the contract period.

H.31.2. AUTHORITY AND REFERENCES

- A. The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)
- B. Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition
- C. Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material
- D. Federal Acquisition Regulations (FAR)
- E. Section 9002 of the Farm Security and Rural Investment Act of 2002

H.31.3. SUBMITTALS

H.31.3.1. The contractor shall provide all submittals in accordance with UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. The contractor shall follow all procedures specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*.

H.31.4. DEFINITIONS 3 GREEN PROCUREMENT TERMINOLOGY

H.31.4.1. Affirmative Procurement Program (APP) - a program assuring guideline items composed of recovered materials will be purchased to the maximum extent practicable, consistent with Federal law and procurement regulations.

H.31.4.2. Bio-based Product – A commercial or industrial product (other than food or feed) that utilizes biological products or renewable domestic agricultural (plant, animal, and marine) or forestry materials. The USDA maintains the official bio-based products list <http://www.dm.usda.gov/procurement/programs/biopreferred.htm>.

H.31.4.3. Certification - provided by offerors/bidders/vendors, is written documentation certifying the percentage of recovered materials contained in products or to be used in the performance of the contract is at least the amount required by applicable specifications or other contractual requirements. Certification on multi-component or multi-material products should verify the percentage of post-consumer waste and recycled material contained in the major constituents of the product.

H.31.4.4. Comprehensive Procurement Guideline (CPG), EPA designated items that must contain recycled content when purchased by Federal, state, and local agencies, or by Government contractors using appropriated Federal funds. Under EO 13101, EPA is required to update the CPG every 2 years with new recovered content products. Visit <http://www.epa.gov/cpg/index.htm>.

H.31.4.5. Designated Products are products that are or can be made from recovered materials that have been designated in the CPG through EPA's formal rule making process (also referred to as "designated items)." EPA maintains the designated products list at <http://www.epa.gov/cpg/products.htm>.

H.31.4.6. Environmentally Preferable – products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

H.31.4.7. Executive Order 13101 entitled "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition". EO 13101 was signed on September 14, 1998. This Order replaces EO 12873 and reinforces the Federal Government's buy-recycled efforts.

H.31.4.8. Executive Order 13148 entitled "Greening the Government Through Leadership In Environmental Management". EO 13148 was signed on 22 April 2000. This Executive Order integrates environmental accountability into policy, mission, operations, and management to include long-term planning and day-to-day decision making and replaces EO 12856.

H.31.4.9. Federal Agency means any department, agency, or other instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including a government corporation, and the Government Printing Office. Military departments, as defined in 5 U.S.C. 102, are covered under the auspices of the Department of Defense. Green Procurement is the purchasing of environmental preferable products and services in accordance with one or more of the established Federal "green" procurement preference programs.

H.31.4.10. Material Specification means a specification that stipulates the use of certain materials to meet the necessary performance requirements.

H.31.4.11. Minimum Content Standard - the minimum recovered material content specifications set to assure the recovered material content required is the maximum available without jeopardizing the intended item use or violating the limitations of the minimum content standards set forth by EPA's guidelines.

H.31.4.12. Performance Specification - a specification stating the desired product operation or function but not specifying its construction materials.

H.31.4.13. Pre-consumer Materials are generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings. Preconsumer materials are also known as post-manufactured materials. EPA does not consider preconsumer materials as recovered materials.

H.31.4.14. Post-consumer Material or Waste - a material, finished product, or waste that has served its intended end use and has been diverted or recovered from waste destined for disposal. "Post-consumer material" is a part of the broader category of "recovered materials".

H.31.4.15. Post-manufactured means waste material and byproducts which have been recovered or diverted from solid waste but are byproducts which are commonly reused within an original manufacturing process, such as scrap and trimmings/cuttings. Post-manufactured materials are also known as pre-consumer materials. EPA does not consider post-manufactured materials as recovered materials.

H.31.4.16. Recovered Material - waste materials and by-products recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process. "Post-manufactured" materials are not recovered materials.

H.31.4.17. Recovered Materials Advisory Notices (RMANs) provide purchasing guidance and recovered and post consumer material content levels for designated items. RMAN recommendations are guidance and therefore are not codified in the Code of Federal Regulations. Department of Defense policy requires meeting or exceeding the RMANs.

H.31.4.18. Solid Waste - garbage, refuse, sludge, and other discarded non-hazardous solid materials, including those from industrial, commercial, and agricultural operations, and from community activities. The general components of solid wastes are: municipal solid waste (MSW), construction and demolition debris (C&D), and non-hazardous industrial waste.

H.31.4.19. Unreasonable Price - is the cost of a recycled item exceeding the cost of a non-recycled item.

H.31.5. REGULATORY BACKGROUND

H.31.5.1 Section 6002 of RCRA requires federal agencies to give preference in the acquisition process to products and practices that conserve and protect natural resources and the environment. EO 12873 requires Federal agencies to expand waste prevention and recycling programs, implement affirmative procurement programs for the United States Environmental Protection Agency (EPA), designated items, and procure other environmentally preferable products and services. The stated purpose of the Affirmative Procurement Program is to stimulate the market for recovered materials. As a result of EO 12873, the EPA issued the Comprehensive Procurement Guidelines (CPG's) that have established the mandatory procurement by Federal agencies of 36 items produced with recovered materials. The EPA has also issued Recovered Material Advisory Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. Please direct all questions regarding the plan to the Contracting Officer for forwarding to the DPW Environmental Division.

H.31.6. EXEMPTIONS

H.31.6.1. EPA Recommendations. The U.S. EPA recommends minimum recycled content levels are mandatory for procurements of those items listed in the AFFIRMATIVE PROCUREMENT REPORTING FORM, unless one of the following exemptions applies. RCRA provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available from a sufficient number of sources to maintain a satisfactory level of competition (i.e., available from two or more sources).
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
4. The product is not available at a reasonable price. For Army purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

H.31.7. CONTRACTOR RESPONSIBILITY. The contractor is responsible for completion of the form with respect to the work and products being provided. The Prime contractor is responsible for insuring that all subcontractors comply with this order. Each contractor shall provide written documentation to support his/her decision not to acquire items meeting the minimum content levels. This documentation shall be forwarded to the Contracting Officer for review and approval. In the event the documentation fails to support the contractor's findings, the Contracting Officer shall return the documentation to the contractor citing the reason(s) for disapproval. The contractor shall resubmit and address the deficiencies. The contractor is cautioned not to proceed with acquiring non-compliant materials until the Contracting Officer's approval is received.

H.31.8. U.S. EPA DESIGNATED ITEMS. The 54 U.S. EPA-designated items are listed below. Not all of these materials may be required in the construction of this project. Please refer to the drawings and specifications. The attached AFFIRMATIVE PROCUREMENT REPORTING FORM shall be used to demonstrate compliance with the stated procurement requirements. The contractor is required to refer to the most recent list of EPA-designated items.

a. PAPER PRODUCTS

1. All paper and paper products, excluding building and construction paper grades.

b. VEHICULAR PRODUCTS

2. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils but excluding marine and aviation oils.
3. Tires, excluding airplane tires.
4. Reclaimed engine coolants, excluding coolants used in non-vehicular applications

c. CONSTRUCTION PRODUCTS

5. Building insulation products.
6. Structural fiberboard products for applications other than building insulation.
7. Laminated paperboard products for applications other than building insulation.
8. Cement and concrete, including products such as pipe and block, containing fly ash.
9. Cement and concrete, including concrete products such as pipe and block, containing ground-granulated blast furnace (GGBF) slag.
10. Carpet made of polyester fiber for use in low- and medium-wear applications.
11. Floor tiles containing recovered rubber or plastic.
12. Patio blocks containing recovered rubber or plastic.
13. Shower and restroom dividers/partitions containing recovered steel or plastic.
14. Reprocessed and consolidated latex paint for specific uses.
15. Carpet cushion.
16. Flowable fill.
17. Railroad grade crossing surfaces.

d. TRANSPORTATION PRODUCTS

18. Traffic barricades used in controlling or restricting vehicular traffic.
19. Traffic cones used in controlling or restricting vehicular traffic.
20. Parking stops.
21. Channelizers used as temporary traffic control devices.
22. Delineators used as temporary traffic control devices.
23. Flexible delineators used as temporary traffic control devices.

e. PARK AND RECREATION PRODUCTS

24. Playground surfaces containing recovered rubber or plastic.
25. Running tracks containing recovered rubber or plastic.
26. Plastic fencing.
27. Park benches and picnic tables.
28. Playground equipment.

f. LANDSCAPING PRODUCTS

29. Hydraulic mulch products containing recovered paper or recovered wood.

30. Compost made from yard trimmings, leaves, and/or grass clippings.
31. Garden and soaker hoses containing recovered rubber or plastic.
32. Lawn and garden edging containing recovered rubber or plastic.
33. Food waste compost.
34. Plastic lumber landscaping timbers and posts.

g. NON-PAPER OFFICE PRODUCTS

35. Office recycling containers.
36. Office waste receptacles.
37. Plastic desktop accessories.
38. Toner cartridges.
39. Binders.
40. Plastic trash bags.
41. Printer ribbons (re-inked ribbons or re-inking equipment/service for ribbons).
42. Plastic envelopes.
43. Solid plastic binders.
44. Plastic clipboards.
45. Plastic file folders.
46. Plastic clip portfolios.
47. Plastic presentation folders.

h. MISCELLANEOUS PRODUCTS

48. Pallets
49. Sorbents.
50. Industrial drums.
51. Awards and plaques.
52. Mats.
53. Signage, including sign supports and posts.
54. Manual-grade strapping.

H.31.9. The intent of this section is to increase the awareness of all contractors as to the availability of products manufactured from, or that contain recycled materials, thereby increasing the use of these products in the construction of this project. The various sections of the specifications contain references to products to be used in the construction of this project. The listed product may or may not be manufactured from or contain recycled materials. Therefore, all contractors, subcontractors, equipment suppliers, and material suppliers are responsible for compliance with this specification. Recycled products shall be used wherever possible subject to the exemptions as per the paragraph entitled EXEMPTIONS. Substitution of recycled materials or recycled products for specified products are subject to the provisions of the paragraph entitled 1.8 Exemptions.

H.31.10. RECYCLED OR RECOVERED PRODUCTS. All construction materials to be used in this project, unless on existing exemption list, are to be identified on the form at the end of this section.

H.31.11. GREEN PROCUREMENT PROGRAM WEBSITES:

Select Sources of Supply for Environmentally Preferable Products and Services

GSA: <http://www.gsa.gov/environ>

DLA: <http://www.dscr.dla.mil/catalogs/catalog.htm>

Energy Star[®]: <http://www.energystar.gov/> (note: Energy Star[®] does not sell products, but provides a list of manufacturers and their certified products)

JWOD: <http://www.nib.org/JWOD%20Catalog/index.html>

UNICOR: www.unicor.gov/about/erecycle.htm

FEMP: http://oahu.lbl.gov/cgi-bin/search_data.pl

Determining EPP Attributes for Specific Purchase Types

For paints, carpet, office supplies, cleaners and particle board purchases:

<http://www.greenaseal.org/recommendations.htm>

For cleaners: <http://www.epa.gov/opptintr/epp/cleaners/select/>

For construction projects: <http://www.epa.gov/opptintr/epp/tools/bees.htm>

GPP Compliant Product Listings

CPG: <http://www.epa.gov/cpg/products.htm> and Comprehensive Procurement Guidelines Chart

Biobased: <http://www.biobased.oce.usda.gov/public/index.cfm>

FEMP: <http://oahu.lbl.gov>

Energy Star: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.

Alternatives to Ozone-Depleting Substances: <http://www.epa.gov/ozone/snap/lists/index.html>

Resources for EPP Product Selection

EPA Database of Environmentally Preferable Products and Services:

<http://yosemite1.epa.gov/oppt/eppstand2.nsf>

CLAUSES INCORPORATED BY REFERENCE

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements DEC 2010

CLAUSES INCORPORATED BY FULL TEXT

52.200-4014 RETENTION OF RECORDS

All reports, records and documentation, including, but not limited to, historical data, software, operating instructions, and training instructions generated in connection with the performance of the work herein are the property of the Government and shall remain at the appropriate installation (i.e., Detroit Arsenal and/or USAGS) with unlimited rights. These shall be made available to the Contracting Officer or his designee for inspection. Contractor shall furnish copies upon request.

52.232-4000(TACOM) CONTRACTING OFFICER'S AUTHORITY (APR 2006)

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

[End of Clause]

52.232-4003 (TACOM) CONTRACT PROGRESS MEETINGS

(JUN 1999)

The Contracting Officer, his authorized representatives, and other Government personnel, as appropriate, will meet periodically with the contractor to review the contract performance. At these meetings the Contracting Officer will inform the contractor how the Government views the contractor's performance and the contractor will inform the Government of problems, if any, being experienced. The contractor will also notify the Contracting Officer at any time (in writing) of any work that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues.

These meetings shall be held more frequently during the early months of the contract period; and as needed, but not less than once a month, thereafter.

The minutes of these meetings shall be reduced to writing and signed by the Contracting Officer or his representatives and the contractor. Should the contractor not concur in the minutes, the contractor will detail, in writing, any area of non-concurrence. Areas that cannot be resolved shall be subject to the Disputes clause of this contract.

[End of Clause]

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Section I - Contract Clauses

52.200-4002 SHORT OPTION PERIOD

- a. The contract's term may be extended at the Government's discretion, for a period up to six months, in increments of not less than one month. This period of extension shall be subtracted from the total duration of the immediately succeeding standard option period that may follow so that the combination of the short term option and the standard option will equal the total duration for the original standard option period as set forth in Section F. For example, Section F provides for a 12 month first option period of performance; a 3 month extension under this provision after the base contract period would result in a 9 month first option period and the provision at Section F would be considered to have been automatically adjusted accordingly.
- b. This option may be exercised by the Government by unilateral modification prior to the expiration of the contract period as such period may have been extended, provided that the Contracting Officer shall have given preliminary notice of the Government's intention to exercise at least 15 days before this contract is to expire. Such a preliminary notice will not be deemed to commit the Government to such extension. If the government exercise this option, the contract as renewed shall be deemed to include this option provision and the preceding provision.
- c. The prices, cost ceilings, fee amounts and estimated cost figures associated with short term options shall be their respective pro-rata share of those figures, for the immediately succeeding standard option period which otherwise might have been exercised. Likewise, the prices, cost ceilings, fee amounts and estimated costs figures associated with the succeeding shortened standard option period which may follow shall be prorated.
- d. This clause is in addition to the General Provision entitled "Continuity of Services," FAR 52.237-3, and does not in any way affect the rights and obligations of the respective parties under such clause.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.207-3	Right of First Refusal of Employment	MAY 2006
52.207-5	Option To Purchase Equipment	FEB 1995
52.208-8	Helium Requirement Forecast And Required Sources For Helium	APR 2002

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2 Alt III	Audit and Records--Negotiation (Mar 2009) Alternate III	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.216-9	Fixed Fee--Construction	JUN 2011
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011

52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-10	Notice of Buy American Act Requirement--Construction Materials	FEB 2009
52.225-12 Alt I	Notice of Buy American Act Requirement - Construction Materials Under Trade Trade Agreements (Feb 2009) - Alternate I	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-22	Notice of Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials	OCT 2010
52.227-1	Authorization and Consent	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.227-17	Rights In Data-Special Works	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	OCT 2010
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.250-5	SAFETY Act-Equitable Adjustment	FEB 2009
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from Department of Veterans Affairs at <http://www.va.gov/oig>

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s.)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of CCTA-HD-PARC and shall not be binding until so approved.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION)(AUG 2012)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the SAM database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process. "System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes—
- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.
- (b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in CCR may be required in lieu of SAM.
- (c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) A contractor may obtain a DUNS number—
- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The Contractor should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to—
- (A) Change the name in the SAM database;

- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.
(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within (To be determined at the time of each individual Task Order Award) 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 (To be determined at the time of each individual Task Order Award). The time stated for completion shall include final cleanup of the premises.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TASK ORDER DETERMINED for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

CLAUSES INCORPORATED BY FULL TEXT

52.215-4502 PARTNERING (MAY 1999)

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict

between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$5.0 Million;
- (2) Any order for a combination of items in excess of **\$5.0 Million**; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *.

*Base Year – 12 Months
Option Year 1 - 12 Months
Option Year 2 - 12 Months
Option Year 3 - 12 Months
Option Year 4 - 12 Months

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

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

(2) The small business size standard is 33.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, 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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(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 (b)(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(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," 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 (a) of this provision.

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

(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; or

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 236220- assigned to contract number.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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
N/A	N/A

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 U.S. Army Garrison – Detroit Arsenal (USAG-DTA), Selfridge Air National Guard Base (SANGB), and surrounding satellite locations.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

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

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

(c) In the performance of this contract, the Contractor shall--

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: **Contact the Contracting Officer**

[Contracting Officer shall insert full name, phone number, and email address. In addition, the Contracting Officer may include the agency Web site for reporting.]

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 14 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material

requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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 post-consumer material content; and

(2) Submit this estimate to :
Army Contracting Command
Contracting Officer
ATTN: CCTA-HDCB

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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 shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, ----- (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

(Signature of the Officer or Employee)

(Typed Name of the Officer or Employee)

(Title)

(Name of Company, Firm, or Organization)

(Date)

(End of certification)

(c) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-4001 (TACOM) IDENTIFICATION OF CONTRACTOR EMPLOYEES (OCT 2000)

All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. No other items may be placed on the badge.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at 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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or

work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Domestic construction material means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....

Domestic construction material....

Item 2

Foreign construction material....

Domestic construction material... ..

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

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

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2012)

(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 item (as defined in paragraph (1) of the definition at 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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, 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, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, 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, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, 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) An unmanufactured construction material mined or produced in the United States;

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

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

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

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

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

“Least developed country construction material” means a construction material that—

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

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 the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (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 Act restrictions are waived for designated county 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 item or to the construction materials or components listed by the Government as follows:

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(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 Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

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

Item 2:

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS (OCT 2010)

(a) Definitions. As used in this clause—

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

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

Domestic construction material means the following—

- (1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)
- (2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

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

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was 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, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

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

(3) This requirement does not apply to the construction material 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) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(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) Cost;
 - (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)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
- (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
- (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 section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

(Include other applicable supporting information.)

(* Include all delivery costs to the construction site.)

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2012)

(a) Definitions. As used in this clause—

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.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, 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, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

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

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, 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 the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American Act applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

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

Free trade agreement (FTA) country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an 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 an 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.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Nondesignated country means a country other than the United States or a designated country.

Recovery Act designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, 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, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

Recovery Act designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American Act do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was 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, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American Act by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured 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 the construction materials or components listed by the Government as follows:

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

(4) The Contracting Officer may add other 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) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction [[Page 53169]] material would be inconsistent with the public interest or the application of the Buy American Act to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(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) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable Act.

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

Foreign (Nondesignated Country) and Domestic Construction Materials Cost Comparison

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
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Item 1:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

Item 2:

Foreign construction material _____	_____	_____	_____
Domestic construction material _____	_____	_____	_____

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

(Include other applicable supporting information.)

[* Include all delivery costs to the construction site.]

(End of clause)

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52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 100 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 5 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4000 (TACOM) INSURANCE

(DEC 1988)

The contract in accordance with the clause "INSURANCE - WORK ON A GOVERNMENT INSTALLATION" FAR 52.228-5 shall procure and maintain at least the following kinds of insurance.

- a. Workmen's Compensation and Employers' Liability Insurance in accordance with FAR 28.307-2(a).
- b. General Liability Insurance in accordance with FAR 28.307-2(c).
- c. Automobile Liability Insurance in accordance with in accordance with FAR 28.307-2.

(End of Clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.

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

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

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

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

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

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

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

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

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

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

(Name)

(Title)

(Date)

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

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

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

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

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

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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

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

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

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

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is designated per task order.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions,

inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Will be identified per Individual Task Order

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (DEC 2010)

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

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

“Cost of components” means--

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

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

“Domestic construction material” means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

NONE

(End of clause)

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

(b) The Contractor shall--

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

(c) In general--

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

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

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

ISSUED PER TASK ORDER

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

Attachment 001 – Non Disclosure Agreement

Attachment 002 - Detroit Arsenal Installation Design Standards and the Installation Design Guide

Attachment 003 - ENG Form 4025

Attachment 004 – DPW Drawing Standard

Attachment 005 – Equipment Checklist

Attachment 006 – Transfer and Acceptance of Military Real Property

Attachment 007 – Daily CQC Report

Attachment 008 – Contractor Production Report

Attachment 009 – HAZMART Users Pamphlet

Attachment 010 – Contractor Hazardous Material Identification Form

Attachment 011 – Experience Relevancy Matrix

Attachment 012 – Cost Estimate Breakdown

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.223-1	Biobased Product Certification	MAY 2012
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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 --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of 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 offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (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 subparagraphs (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) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.....

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (AUG 2008)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must include an affirmative response from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of Clause)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(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 proceedings 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 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 Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

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

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

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

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

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

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERS

L.1. General

L.1.1. These instructions prescribe the format of proposals and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. Note: Facsimile or e-mail of proposals and proposal modifications are not permitted.

L.1.2. Offerors are cautioned to strictly comply with all instructions within the solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and elimination from consideration for award.

L.1.3. In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). However, if the Government later elects to enter into discussions, as permitted under FAR 52.215-1, the Government will not engage in discussions under "Technical Approach" within the Technical Factor. This represents evaluated task orders wherein, in the event discussions are conducted, the offeror will be evaluated on the basis of initial proposals as submitted and exchanges with offerors will only be conducted as described in FAR 15.306(a). Therefore, the offerors initial proposal should contain the Offeror's best terms, price, and technical standpoint. All solicitation amendments must be acknowledged in accordance with FAR 52.215-1(b).

L.1.4. Offeror shall be required to guarantee all pricing for 90 days after date award.

L.2. Proposal Instructions

L.2.1. The proposal, subject to the Submission, Modification, Revision and Withdrawal paragraph of Instructions to Offerors-Competitive Acquisitions (FAR 52.215-1) contained in Section L of MA IDIQ RFP, shall be submitted in the format and quantities set forth below. Section M of MA IDIQ RFP sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance. The Offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of the MA IDIQ RFP. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in the proposal. It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information that clearly demonstrates an understanding of and the ability to comply with the MA IDIQ RFP requirements to allow for a meaningful review.

L.2.2. Proposal Submission. Offerors must submit their offer in accordance with the Section A Provision, Warren Electronic Contracting, 52.204-4016. Proposals are required to be submitted electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). Proposals submitted in any other electronic or paper format are unacceptable and will not be evaluated.

L.2.3. The Offeror's proposal shall be submitted in four separate volumes as set forth below. All proposal information must be in the English (American Standard) language and shall be in U.S. dollars. It is recommended that each proposal be formatted to 8.5" x 11" dimensions with a minimum font size of 10 pt. and with a minimum of 0.5" margins. Schedules, drawings, and other documents for the prototypical project shall be submitted in the sizes specified in Specification Section 01 03 00.00 06 *DESIGN AND CONSTRUCTION SUBMISSION REQUIREMENTS* of the prototypical project Statement of Work. Number each page and provide an index with each volume. The preliminary concept design drawings, specification table of contents, and design analysis narratives shall be provided in electronic format. The electronic files for drawings, specifications, and design analysis narratives shall be provided in the software formats specified in the prototypical project Specification Sections 01 03 00.00 06. There is a recommended limit of 25 pages for Volume 1-Technical, Section L.3.1, parts a, b, d and e submittals and a limit of 8 pages for Volume 1-Technical, Section L.3.1 part c. The complete set of

volumes will be accompanied by a one-page cover letter prepared on the company's letterhead. Each of the volumes must be uploaded to ASFI and labeled as the following:

- a. Cover Letter
- b. Volume 1 Technical
- c. Volume 2 Experience
- d. Volume 3 Price
- e. Volume 4 Proposal Terms and Conditions

L.2.3.1. ASFI website has a 10 MB maximum capacity for each file upload. Given the volume of data and information to be submitted by Offerors in response to this solicitation, and the inherent limitations of internet bandwidth, Offerors may be required to submit volumes in multiple uploads. Offerors shall label multiple uploads by naming each file as the following example, "Volume 1 Technical 1 of 3". It is critical that Offerors carefully and completely identify all parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes to the evaluation team.

L.2.3.2. File size and number of files to be uploaded will be factors to consider when submitting your proposal in ASFI. Do not assume submission will be instantaneous. You should begin the submission process allowing adequate time for completion, 24 hours in advance of closing whenever possible.

L.2.4. All or None. Offers in response to this solicitation must be submitted for all requirements identified in sections L.3 through L.7. Offers that are submitted with less than all the requirements called for by this solicitation may be rejected.

L.2.5. Submission of Questions. Request for Information (RFI) shall be submitted for any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, clarifications, and information regarding the MA IDIQ RFP. An RFI should be received not later than 1400 hours Eastern Standard Time (EST), on **31 December 2012**. An RFI not submitted after the RFI closing date, may not be addressed before solicitation closing date, therefore, offerors are advised to submit an RFI as soon as possible. An RFI shall be submitted through the ASFI only. The Government point of contact (POC) will review an RFI and publish answers on the ASFI three calendar days before the proposal due date. Refer to the "Solicitation Q&A Guide" at https://acquisition.army.mil/asfi/ASFI_FAQ.cfm for further information and guidance. Responses to an RFI are not considered changes to the MA IDIQ RFP. The only way the MA IDIQ RFP can be changed is through an amendment to the solicitation. Oral explanations or instructions given before the award of a contract will not be binding.

L.2.6. Proposal Submission Due Dates. Offerors shall submit all portions of their proposal through the ASFI BRS no later than 1400hrs EST, on **11 January 2013**.

L.2.7. Lateness procedures are outlined in FAR 52.215-1, Instructions to Offerors-Competitive Acquisition. Offerors are cautioned that an offer is not considered received until the final submission via the ASFI BRS and the time stamped bid summary is generated, which is not instantaneous. As such, offerors should begin their file upload well in advance of the solicitation closing time to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp is not prior to the solicitation closing date and time indicated in the solicitation (RFP), the proposal shall be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

L.3 Volume 1- Technical

L.3.1. The Offeror shall provide their technical approach to perform a prototypical project. The Offeror shall submit a technical approach proposal describing the project. The technical approach proposal shall include project narratives describing the Scope of Work for each discipline of work and shall include preliminary design as described herein. The preliminary concept design drawings, specification table of contents, and design analysis narratives shall be provided in electronic format. The electronic files for drawings, specifications, and design

analysis narratives shall be provided in the software formats specified in the prototypical project Specification Sections 01 03 00.00 06. The Offeror's proposal shall include the following:

a. Submit a quality control plan for the prototypical project in accordance with Specification Section 01 03 00.00 06, paragraph 3.2 *CONTRACTOR'S ROLE DURING DESIGN* of the prototypical project Statement of Work and Unified Facilities Guide Specifications (UFGS) Specification Section 01 45 00.00 10 *QUALITY CONTROL*.

b. Submit a detailed project schedule for the prototypical project in accordance with Specification Section 01 03 00.00 06, paragraph 3.2 *CONTRACTOR'S ROLE DURING DESIGN*, UFGS Specification Section 01 32 01.00 10 *Project Schedule* and Specification Section, 01 02 10.00 06 paragraph 1.2.

c. Submit preliminary concept design drawings for the base bid, Bid Option Number 1, and Bid Option Number 2 in accordance with Specification Section 01 02 10.00 06 covering the following areas of design disciplines; civil, architectural, interior design, heating, ventilating, and air conditioning (HVAC), plumbing, electrical, communications, and fire protection. Equipment schedules and design drawing details specified or necessary for the 65 percent and 100 percent design drawings are not required for this preliminary concept design unless the schedules are already included in the prototypical project Scope of Work Drawings. Sizes of piping, ductwork, conduit, wiring, and equipment are not required to be shown on these preliminary concept design drawings. The preliminary concept design drawings shall adhere to the requirements as follows:

1. Provide concept site design drawings including all sidewalk work and a concept design layout of all new utilities to the building addition.

2. Provide a concept floor plan layout design. Include all existing and new equipment, furniture, lighting, ceilings, finishes, doors, walls, diffusers, grilles, light switches, and receptacles. This shall be shown on two drawing sheets.

3. All equipment, furniture, lighting, ceilings, finishes, doors, walls, diffusers, grilles, light switches, and receptacles that will be removed shall be shown on concept design demolition drawings.

d. Submit a specification table of contents listing all UFGS specification sections that will be provided with the 100 percent design submittal.

e. Submit design analysis narratives for each of the following disciplines; geotechnical, civil, architectural, structural, HVAC, plumbing, electrical, communications, fire protection, environmental protection compliance, safety, and sustainable design. The design analysis narratives shall be provided in the format stated in Specification Section 01 03 00.00 06, paragraph 3.5.1 *Format* and paragraph 3.5.1.1 *Part I-General Description* in the prototypical project Statement of Work. Design calculations are not required as part of this technical approach proposal except as determined necessary by the Designer of Record.

L.3.2. Offerors are advised that the prototypical project being evaluated under the Technical Approach Factor represents a real task order. See Section M.8 for further information.

L.3.3. Failure to provide the information requested under Sections L.3.1 may result in a determination that the Offeror's proposal is unacceptable and the elimination of the Offeror's proposal from consideration for award.

L.4. Volume 2 - Experience

L.4.1. The Offeror's experience proposal shall include the following:

L.4.2. Experience Relevancy Matrix. The Offeror shall complete the Experience Relevancy Matrix, Attachment 011. The Offeror shall list up to five previous Contract, Task Order, or Project numbers that match the types of experience as described in L.4.6.1 through L.4.6.3 that the Government will be using for evaluation purposes.

L.4.3. The Offeror shall identify no more than five previous Contracts, Task Orders, or Projects that includes performance of work that is recent and relevant to the Scope of Work specified in paragraphs L.4.6.1-L.4.6.3.

L.4.4. Recent Contracts. Recent Contracts, Task Orders, or Projects are those performed within approximately three years of the date of issuance of this MA IDIQ RFP.

L.4.5. Relevant Contracts. Relevant Contracts, Task Orders, or Projects are those that are similar in scope and magnitude. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ) type contract, do not cite the broader BPA or IDIQ contract. Rather, include the specific individual work directives or task orders that are considered to be reflective of relevant prior experience. In accordance with section L.4.2 above, each previous Contract, Task Order, or Project number identified by the Offeror as being applicable, shall be evaluated as evidence of relevant prior experience.

L.4.6. Relative experience with the following Scope of Work requirements will be assessed by the Government:

L.4.6.1. Facility renovation and building addition projects of at least 3,000 square feet involving design and construction of major trade disciplines in civil, architectural, structural, heating, ventilating, and air conditioning (HVAC), plumbing, electrical, physical and electronic security, communications, and fire protection (Reference Section C, paragraphs C.1.2 and C.4.5).

L.4.6.2. Projects involving design and construction of exterior utility systems of at least 7,500 linear feet including storm, sanitary, domestic water, chilled water, process water, steam, condensate, telecommunication, power, lighting, fire suppression, natural gas, and fuel systems (Reference Section C, paragraphs C.1.2 and C.4.5).

L.4.6.3. Civil works projects involving design and construction of at least 80,000 square feet of roadways, parking lots, pedestrian walkways, and Soil Erosion and Sedimentation Control measures (Reference Section C, paragraphs C.1.2 and C.4.5).

L.4.7. The Offeror shall provide copies of all **Scope of Work and Drawings** of the Contracts, Task Orders, or Projects reflecting the experience that is relevant to the considerations cited above in paragraphs L.4.6.1-L.4.6.3. Within the Experience Relevancy Matrix, the Offeror shall provide the following information related to each of the relevant Contracts, Task Orders, or Projects:

a. Contract, Task Order, or Project Number, Type of Work, Contract Type (i.e. Firm-Fixed-Price, Cost-Plus-Fixed-Fee, Cost-Plus-Incentive- Fee, Etc.), Percent of Work Self-Performed, Award Date, Completion Date, Amount, Entity/Client Name, Address, Point of Contact Name (POC), POC Telephone Number, and POC E-mail Address.

b. A brief discussion of specific similarities between the provided scopes of work and the relative experience in L.4.6.1-L.4.6.3. Offeror shall cite the location of paragraphs and or sections found within the Scope of Work.

L.4.8. Failure to provide the information requested under paragraph L.4.1 through L.4.7 so that the Government can evaluate the recency and relevance of claimed experience may result in an assessment that prior experience lacks relevance or recency.

L.4.9. Experience Information. It is the Offeror's responsibility to submit thorough and complete information required for the Government to conduct the evaluation of its Experience proposal. It is not the Government's responsibility to search for information not contained in the Offeror's proposal. However, Offerors are advised that the Government may contact the references the Offeror provides and/or may contact internal Government or private sources with knowledge of the Experience cited in the Offeror's proposal to validate or gain a better understanding of the relevance of the Offeror's proposed Experience.

L.5. Volume 3- Price

L.5.1. The price volume shall include the Offeror's total proposed Firm-Fixed-Price to perform the prototypical project to include the base bid, Bid Option Number 1, and Bid Option Number 2.

L.5.2. Offeror shall submit a proposal with a detailed cost estimate for the work described in the prototypical project.

L.5.3. Proposal Structure. The instructions that follow are not intended to be all-inclusive. Offerors may submit any other price and financial information they consider to be helpful in the evaluation of the price proposal. The Government may use other resources in the evaluation of the price proposal. The Government reserves the right to request more detailed information.

L.5.4. Electronic Submission. All spreadsheets must be in Microsoft Excel 2007 format and include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file. Supporting narrative shall be provided in Microsoft Word format (but not Word version 2.0)

L.5.5. The Offeror shall prepare the price volume in accordance with Section C.3.7.1 and C.3.8. The Construction Cost Estimate Breakdown form is included in this MA IDIQ RFP as Attachment 012. DO NOT PUT ANY AMOUNTS IN THE BASIC CONTRACT SCHEDULE IN SECTION B.

L.5.6. In support of the Construction Cost Estimate Breakdown form, offerors shall provide a narrative explaining the basis for the estimated direct costs and rates.

L.5.7. Offerors shall provide all price information necessary to provide a meaningful basis for the Government's analysis and evaluation of price for the prototypical project set forth in Section M of this solicitation. The Government is not and does not intend to request certified cost or pricing data. If an offeror proposes an unusually low price, the Offeror shall also provide rationale to justify the price.

L.6. Volume 4- Proposal Terms and Conditions

L.6.1. Offeror shall provide a scanned image of a signed copy of SF1442 cover page signed by a person authorized to sign proposals on behalf of the Offeror, including all signed copies of amendments to the MA IDIQ RFP. The Offeror shall fill-in blocks on the SF1442 including blocks 14, 15, 16, 17, 19, and 20(A)(B)(C).

L.6.2. One copy of this solicitation (Sections A-K) with all fill-ins completed.

L.6.3. An affirmative statement specifying agreement with all requirements, terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other MA IDIQ RFP terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process.

L.6.4. The Offeror shall include an affirmative statement of its intent to conform to FAR clause 52.219-14, "Limitations on Subcontracting". Also, describe how compliance with "Limitations on Subcontracting" will be achieved.

L.7. Organizational Conflict of Interest

L.7.1. The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), apply to any award under this RFP. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a contractor or subcontractor and as a Government support contractor for Government offices involved in the MA IDIQ or related programs.

L.7.2. Offerors must disclose any potential OCI situation to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.207-1	Notice Of Standard Competition	MAY 2006
52.207-2	Notice Of Streamlined Competition	MAY 2006
52.211-6	Brand Name or Equal	AUG 1999
52.214-4	False Statements In Bids	APR 1984
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.216-27	Single or Multiple Awards	OCT 1995
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(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.daps.dla.mil/wizard>);
- (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.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

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

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

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

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

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

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

(i) The solicitation number;

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

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

item;

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

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

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

included in the solicitation.

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

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

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

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

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

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

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

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

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity (IDIQ), Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
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17.7

6.9

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [State of Michigan within Macomb/Oakland County,].

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Army Contracting Command
 Contracting Officer
 BASE OPS/Construction Team
 ATTN: CCTA-HDCB
 Warren, Michigan 48397-5000

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

(End of provision)

52.233-4001 (TACOM) HQ-AMC LEVEL PROTEST PROCEDURES

(AUG 2008)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the Government Accountability Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report

responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

52.236-27 SITE VISIT (CONSTRUCTION) (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) Site visits may be arranged during normal duty hours as indicated within Task Order RFP.

(End of provision)

LS7352

52.245-4003 (TACOM)

USE OF EXISTING GOVERNMENT-OWNED PROPERTY

(MARCH 1984)

(a) Any offeror desiring to use on a rent-free basis existing facilities, special test equipment and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as Government-owned property and property), including that desired for use by anticipated subcontractors, in the performance of work under any contract resulting from this solicitation must submit as a part of its response hereto a listing of the facilities, special test equipment, and special tooling to be used. Each listing shall set forth the following for each item of property:

(1) description;

(2) location;

(3) identification of the facilities contract or other instrument under which property already in the possession of the offeror is held;

4) identification of the contract item(s) which the property will be used to produce;

(5) amount of use in months of performance of the resulting contract. (The number of months to be set forth shall be inclusive of the first and last month the listed property is to be utilized, as well as all intervening months such property will be available for use whether it will be actually used or not. Fractional portions of a month shall be counted as a full month. There shall also be set forth the inclusive dates by month and year corresponding to such number of months.);

(6) amount of rent which would be charged if rent-free use were not permitted, calculated in accordance with the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY. (In accordance with that provision, there shall be set forth the acquisition cost, as therein defined, the rental rate applied, and, where the property will be used concurrently in two or more contracts, the amounts of the respective uses in sufficient detail to support proration of rent and the measurement unit used in such proration. For facilities (except real property and rights therein, buildings, structures, and improvements) there shall also be set forth the applicable Federal Supply Classification Code Number and the age of the item as that term is used in said provision).

(b) The offeror must submit with his response hereto the written permission of the Contracting Officer having cognizance of the property in the possession or control of the offeror or his proposed subcontractor for use of that property in performance of any resulting contract without charge. If such Contracting Officer refuses to grant such permission, the offeror shall immediately notify the Procuring Contracting Officer of this Command (Telephone the buyer at the number given on the SF 33 (page 1 of this solicitation)).

- (c) In the event any offeror requesting rent-free use of government-owned property fails to comply with the above requirements, its offer may be rejected as nonresponsive.
- (d) Only Government-owned property identified as required by paragraph (a) of this provision, for which permission required by paragraph (b) of this provision has been obtained, shall be authorized for rent-free use in the performance of any contract resulting from this solicitation. Such property shall only be authorized for rent-free use for the period designated by the offeror in the solicitation. Use of additional property, notwithstanding any option exercised for increased quantities, or use of property for a further period of time, shall not be authorized unless permission for such use is obtained from the Contracting Officer cognizant of the property and either rent calculated in accordance with FAR 45.403 is charged or the contract price is reduced by an equivalent amount. The contract price shall not be reduced nor rent charged if the use of such property is made beyond the period designated in the solicitation, and such use is due to an excusable delay as defined in paragraph (c) of the DEFAULT clause of this contract.
- (e) Each offeror must make the determination that such facilities, special test equipment and/or special tooling requested for use on a rent-free basis are available for use, that sufficient production capacity exists, and that the requested property is suitable and adaptable to offeror's needs. Offeror must assume full responsibility for these determinations without recourse to adjustment of the contract price or contract delivery schedule; provided, however, that if any such property is or becomes accountable under a facilities contract wherein the Contracting Officer cognizant thereof does terminate or limit the contractor's right to use Government-owned property which has been authorized for use in the performance of this contract, the Contractor shall be entitled hereunder to an appropriate equitable adjustment in the contract price or delivery schedule, or both, to the extent the termination or limitation of use causes an increase in the cost of, or time for, performance of the contract.
- (f) The Contractor may be required to enter into and execute a separate facilities contract governing the use, responsibility, and accountability for Government property it selects and is authorized to use in connection with the performance of any contract resulting from this solicitation. The facilities contract will contain provisions conforming with current applicable regulations and the terms and conditions of this solicitation.
- (g) Existing Government-owned facilities will not be moved into plants of contractors for use in the performance of this contract.
- (h) Any authorized rent-free use of property shall be subject to the evaluation factors set forth in the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.
- i) Rent-free use of property is not authorized for performance on Foreign Military Sales (FMS) cases. The offeror's price for FMS items shall include the appropriate rental charge.

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

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

<http://farsite.hill.af.mil>

(End of provision)

Section M - Evaluation Factors for Award

BASIS OF AWARD

M.1. Basis of Award

M.1.1. The solicitation is set-aside to small businesses. It will result in the award of approximately five contracts. At its discretion, the Government may award more or less than five contracts. Award of contracts will include selection of a minimum of one 8(a) contractor (subject to the conditions described in M.3.2.2 below). The Government reserves the right to make no award as a result of this solicitation, if upon evaluation none of the proposals meet the requirements. An offeror will only be eligible to receive one award regardless of the number of proposals submitted. The Government shall award MA IDIQ contracts to separate offerors competing independently that do not share a common parent, do not have a parent/subsidiary relationship with the other awardee, and are not affiliates (as defined in FAR 19.101) of the other awardee. Selection of the successful offeror(s) shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below.

M.1.2. The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "trade-off" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated Price to the Government. The Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving solicitation requirements.

There are three evaluation Factors:

- a. Technical
- b. Experience
- c. Price

The relative order of importance of these Factors is described in paragraph M.4 below.

M.2. Rejection of Offers

M.2.1. Offerors must carefully read, understand, and provide all the information requested in Section L. If there are parts of the Section L instruction the Offeror does not understand, request clarification by submitting questions as instructed within L.2.5. In accordance with FAR 52.215-1, the Government may reject any or all proposals if such action is in the Government's interest. Examples include, but are not limited to, the following:

- a. Merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity risks required to perform the MA IDIQ RFP requirements, that may include submission of a proposal which is unrealistically high or low in Price or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price proposal, which implies that the Offeror has (1) an inherent misunderstanding of the Scope of Work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to Price. An unbalanced offer is one, which is based on pricing significantly high or low; or
- e. Offers a product or services that do not meet all stated material requirements of the MA IDIQ RFP; or
- f. Proposes exceptions to the attachments, exhibits, enclosures, or other MA IDIQ RFP terms and conditions; or
- g. Fails to meaningfully respond to the proposal preparation instructions specified in Section L; or

h. Is unaffordable.

M.3. Evaluation and Source Selection Process

M.3.1. Evaluation Process. Selection of the successful offeror(s) shall be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each factor.

M.3.2. Source Selection Trade-off Process

M.3.2.1. This solicitation represents a best value acquisition using a source selection trade-off process. As such, the Source Selection Authority, in making the final source selection trade-off judgment, will weigh the merits of the non-price factors against the total evaluated price in arriving at the final source selection process. As part of the best value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-price factors as well as the total evaluated price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated price.

M.3.2.2. The Government will select a minimum of one 8(a) offeror for award provided the prospective 8(a) offeror is: (1) rated Acceptable or better under the Technical Factor evaluation, (2) rated Acceptable or better under the Experience Factor evaluation, and (3) has an evaluated Price which is Fair and Reasonable. Offerors not satisfying all three evaluation conditions will be ineligible for award.

M.3.3. Source Selection Authority (SSA). The SSA is the official designated to direct the source selection process and select the offerors for contract award.

M.3.4. Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to the MA IDIQ RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full, and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.5. Award without Discussions. In accordance with FAR 52.212-1 (g), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. However, if the Government later elects to enter into discussions, as permitted under FAR 52.215-1, the Government will not engage in discussions under the Technical Approach Factor. This Factor represents an evaluated prototypical project wherein, in the event discussions are conducted, the Offeror will be evaluated on the basis of initial proposals as submitted and exchanges with offerors will only be conducted as described in FAR 15.306(a).

M.3.6. Importance of Price. Awards will be made to the responsible Offerors whose proposal represent the best value to the Government. This may not be the Offerors with the lowest evaluated price. However, the closer the Offerors' evaluations are in those Factors other than Price Factor, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the three evaluation Factors stated herein, Price may be controlling when:

a. proposals are otherwise considered approximately equal in non-Price Factors; or

- b. an otherwise superior proposal is unaffordable; or
- c. the advantages of a higher rated, higher Price proposal are not considered to be worth the Price premium.

M.3.7. Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the Offeror's financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in the MA IDIQ RFP.

M.4. Evaluation Criteria

There are three evaluation Factors:

- a. Technical
- b. Experience
- c. Price

The Technical Factor is more important than the Experience Factor. The Experience Factor is slightly more important than the Price Factor. The non-Price Factors, when combined, are significantly more important than the Price Factor.

M.5. Technical Factor (Factor 1)

M.5.1. The Government will assess the risk that the Offeror will timely meet the requirements of the Prototypical Project.

M.5.2. Offerors are advised that the prototypical project being evaluated under this Technical Factor represents a real task order. See MA IDIQ RFP Section M.8 for more information.

M.6. Experience Factor (Factor 2)

M.6.1. The Government will assess the expectation that the offeror will successfully perform the required effort. This assessment will result in the application of a Confidence Rating which will be based upon the extent to which recent prior experience is relevant to the following solicitation requirements:

M.6.1.1. Facility renovation and building addition projects of at least 3,000 square feet involving design and construction of major trade disciplines in civil, architectural, structural, heating, ventilating, and air conditioning (HVAC), plumbing, electrical, physical and electronic security, communications, and fire protection (Reference Section C, paragraphs C.1.2 and C.4.5).

M.6.1.2. Projects involving design and construction of exterior utility systems of at least 7,500 linear feet including storm, sanitary, domestic water, chilled water, process water, steam, condensate, telecommunication, power, lighting, fire suppression, natural gas, and fuel systems (Reference Section C, paragraphs C.1.2 and C.4.5).

M.6.1.3. Civil works projects involving design and construction of at least 80,000 square feet of roadways, parking lots, pedestrian walkways, and Soil Erosion and Sedimentation Control measures (Reference Section C, paragraphs C.1.2 and C.4.5).

M.7. Price Factor (Factor 3)

M.7.1. Price will be evaluated based on an assessment of the total price that includes the base bid, Bid Option Number 1, and Bid Option Number 2 for the prototypical project. To the extent that the proposed price of the prototypical project work directives lacks price reasonableness, the evaluation may conclude that the proposal reflects increased technical risk and the Technical evaluation will be adjusted to reflect such increased risk.

M.7.2. In addition, the Government will evaluate the total proposed price to the Government using techniques identified in FAR 15.404 to determine if the total price proposed is reasonable to accomplish the prototypical project requirements. A price is reasonable if, in its nature and amount, it does not exceed what a prudent person would pay in the conduct of competitive business.

M.7.3. Offerors are advised that the prototypical project being evaluated under this Price Factor represents real MA IDIQ task orders. See MA IDIQ RFP Section M.8 for more information.

M.8. Fair Opportunity Award of MA IDIQ Task Orders

M.8.1. The Government intends to award approximately five MA IDIQ contracts as a result of this MA IDIQ RFP. Subsequent to award of the MA IDIQ contracts, all work to be performed under these contracts will be ordered via task orders authorized by the Contracting Officer. These MA IDIQ task orders will be awarded pursuant to the "Fair Opportunity" procedures of FAR 16.505.

M.8.2. In selecting the best value offerors for award of the MA IDIQ contracts, this solicitation includes one prototypical project that is being evaluated under the Technical and Price Factors.

M.8.3. The prototypical project represents actual work requirements that the Government intends to have performed, during Calendar Year 2013, by one of the contractors winning a MA IDIQ contract. In this regard, offerors are hereby notified that, subsequent to award of the MA IDIQ contracts, the Contracting Officer may utilize the Technical and Price Factor evaluation results, from the MA IDIQ competition, to conduct Fair Opportunity competition to select a contractor to perform the prototypical project. This Fair Opportunity competition will be limited to the contractors awarded MA IDIQ contracts. The Government may decide not to award the prototypical project.

CLAUSES INCORPORATED BY REFERENCE

52.214-22	Evaluation Of Bids For Multiple Awards	MAR 1990
52.217-5	Evaluation Of Options	JUL 1990