

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912P5-04-R-0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 24-May-2004	PAGE OF PAGES 1 OF 181
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W38XDD-0217-2004	6. PROJECT NO.
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7. ISSUED BY US ARMY CORPS OF ENG.-NASHVILLE DISTRICT CELRN-CT, ROOM A604 110 NINTH AVE. SOUTH P O BOX 1070 NASHVILLE TN 37202-1070 TEL: FAX: (615) 736-7124	CODE W912P5	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME BERYL C NEWSOME	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 615-736-7933
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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):*

INDEFINITE DELIVERY CONTRACT FOR CONSTRUCTION AND DESIGN SERVICES, Y-12 NUCLEAR SECURITY COMPLEX, OAK RIDGE, TENNESSEE AND NASHVILLE DISTRICT CORPS OF ENGINEERS for a period of seven years. This is a firm-fixed priced contract set aside for small business under NAICS Code 236, 237, and 238 with a Small Business Size Standard of \$28 million.

The contractor shall, upon receipt of duly executed task orders, perform all services required within the time specified in each task order from the notice to proceed date. Work may be performed as long as the task orders are awarded prior to the expiration date of the contract. The total contract amount shall not exceed a pool of \$42,000,000.00 for the period of seven years.

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

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 03:30 PM *(hour)* local time 23 Jun 2004 *(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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Multiple Award Task Order Contract (MATOC)	\$42,000,000.00	Lump Sum	1	\$42,000,000.00

Contractor shall provide all plant, labor, equipment, appliances, materials expertise and supervision necessary for various maintenance, repair and construction Task Order Contracts for the Department of Energy, National Nuclear Security Administration, Y-12 Facility, Oak Ridge, TN. For a period of seven years or to maximum pool of \$42,000,000.00 from date of award.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Design for Prototype Project Design of Garage	1	Lump Sum	_____	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Garage Construction Construct Garage	1	Lump Sum	_____	_____
TOTAL FOR LINES ITEMS 0002 AND 0003					_____

PROTOTYPE PROJECT

Statement of Work
For Design-Build of
Y-12 Complex Vehicle Maintenance Facility

May 24, 2004

PROJECT BASIS and OBJECTIVES

The existing Vehicle Maintenance Facility, Building 9712, was built in 1945 as part of the Manhattan Project. It is a single-story wood frame structure, built on a concrete pad, and has a gross floor area of 33,890 square feet. The roof trusses in the highbay section of the building have recently been refurbished with additional timbers and injected with epoxy resin. Built-up asphalt roofing covers all but the forklift shop and old office area which is covered with metal sheeting. The roofs have reached the end of their useful life and need replacing. The exterior of the building has been painted within the past two years. The original interior lighting has been replaced but requires significant maintenance. The black painted ceilings in the service area provide no light reflecting and cause the area to be darker than desired. Except for the old office area, lunchroom and changehouse, the building is not insulated. Portable fans provide the only ventilation for the service areas. Through the wall air conditioners are utilized in the old office area and lunchroom. The center section highbay area provides space for 20 vehicle service bays. Vehicles ranging in size from farm tractors, forklifts, and passenger vehicles to road graders and semi-trucks are routinely serviced in this area. Prior to the new office building, vehicle records were also stored in this section. The east section of the building provides space for the old lunchroom, men's and women's restrooms, a men's changehouse. An ongoing project will replace the space utilized for offices, change house, restrooms, lunchroom, janitorial storage, and add additional office space for two workers and records storage. Currently parts storage/issue (Stores), machine shop and a lubrication rack remain in use in this area. It also provides space for two offices and janitorial storage. Adjacent to the east side are an oil storage room, a battery storage room and a shelter for storing used equipment pending recycle. The southwest side of the building provides space for a tire shop and tire storage. Equipment capable of servicing vehicles in size from wheelbarrow up to a semi-truck is available in this shop. The west center section is the old office space for five workers and associated files. The northwest corner of the building houses a forklift shop with eight service bays.

The existing building provides service for the entire Y-12 vehicle fleet and heavy equipment including 527 light (cars and pickup trucks) and heavy (delivers trucks, dump trucks, and semi trucks) vehicles, and 363 pieces of heavy equipment (tractors, forklifts, road graders, etc.). Both preventive (scheduled) maintenance and corrective maintenance is performed in this facility. The fleet must be maintained in an operational mode to support the Y-12 site missions. Stores delivery trucks, the laundry trucks, forklifts in the manufacturing areas, and even the bulldozers operating on the coal pile are examples of vehicles and heavy equipment that directly support the Y-12 missions.

This project will replace the remainder of the existing vehicle maintenance facility including the service bays, tire shop, forklift shop, machine shop, lubrication rack, Stores, and equipment storage areas. Completion of the new vehicle maintenance facility will provide adequate and safe facilities for maintaining the Y-12 vehicle and heavy equipment fleet, and ensure that the feet is available to support the many Y-12 missions. This project meshes well with the overall modernization of the Y-12 Complex. With the completion of the new vehicle maintenance facility at the end of FY 2005, the exiting building will be demolished and the remaining concrete pad will become a parking lot.

FUNCTIONS

The proposed facility must be configured and sized to allow preventative and corrective maintenance for the Y-12 vehicle and heavy equipment fleet as described above. The existing service facility must remain operational throughout construction of the new facility.

OPERATIONAL REQUIREMENTS

Procurement and installation of:

- 1) Energy efficient pre-engineered buildings
- 2) Properly sized ventilation systems (exhaust fans) for the garage service areas, tire shop, lubrication rack, and forklift shop.
- 3) Energy efficient lighting to include as much natural light as possible.

- 4) Fully sprinkler protected facility. System will be a “wet pipe” system.
- 5) Necessary and required connections to Qwest communications system. There will be a minimum of five telephone and computer drops provided in the service bays area.
- 6) Necessary speakers and controls for connection to the Y-12 Emergency Notification System and the Public Address System.
- 7) Necessary power distribution system for the service areas. The source of power will be the new garage office facility under construction..
- 8) Necessary potable water system for the service areas.
- 9) Necessary fire alarm system for facility and required interface with the existing buildings fire system and the Y-12 Edwards Technology fire Alarm System, Signature Series of components. Pull boxes must be installed as a minimum at all entrances/exits to the garage service bays. The fire alarm components installed in the service bays must be connected to the master panel to be located in the new garage offices at the completion and occupation of the new service bays.
- 10) Installation of a compressed air distribution system with the relocation of one existing compressor and the purchase and installation of a comparable new air compressor.
- 11) Installation of two separate vehicle exhaust ventilation systems to meet appropriate code requirements.
- 12) During construction, one way traffic must be maintained around the existing garage and the construction site by ensuring that a 16’ roadway is available at all times.
- 13) On the north-west side of the existing garage, a 10’ buffer should be maintained to allow fork lift access to the garage. On the south-west side of the existing garage, a 5’ buffer should be maintained to allow pedestrian access into the new garage offices and the existing service bays.
- 14) An approximate 200’ by 200’ construction lay down area will be provided to the contractor. The area will be located within one-half mile of the construction site..
- 15) The lunch room and the change area and the two restrooms in the existing garage can be made available for contractor use during construction.
- 16) Relocation of all fixed/mounted existing garage equipment. See Attachment “Vehicle Maintenance Facility Equipment List” in Attachment 1.

PERFORMANCE REQUIREMENTS

The new structures must be compatible with the Garage Office Building currently under construction. It is envisioned that two separate maintenance wings will be constructed adjacent to the Garage Office Building currently under construction and have a similar appearance. The structure is expected to be utilized for the next 50 years. The roof shall have a minimum life expectancy of 30 years and shall be a standing seam roof. All doors, windows, hardware, and utility systems shall have a minimum life expectancy of 30 years. The entire building must be insulated. All electrical systems including HVAC, lighting, windows, doors, and building envelope must be designed in accordance with DOE-NNSA energy conservation standards. (See Engineering Interface Document, MATOC Contract Appendix A.)

OTHER CONSIDERATIONS

Security

Work will be performed in the Y-12 Property Protection Area (PPA) on the east end of the Y-12 Complex. Security clearances are not required. All workers will be required to receive Y-12 General Employee Training and receive and wear a picture security badge issued by the Y-12 Badge Office. Seller's vehicles and equipment will be subject to security inspections when entering and exiting the Y-12 Complex. Entry portals will be determined by Security.

Training

Requests for training, badges, and vehicle access, and processing submittals will generally be performed during normal working hours.

Interface with Daily Activities

Adjacent areas of the site will be in operation during the contractors work as identified in this document. The contractor will perform coordination of existing facility operating activities and the construction of the new service bays. Contractor shall request permission from BWXT two (2) working days in advance of need to work in an operating area and receive authorization from the COE before starting such work.

Level of Detail

This project will be completed in phases. The level of detail of each phase must ensure compatibility with subsequent phases and the Garage Office annex currently under construction.

SPECIAL CONCERNS AND HAZARDS

Need for Analysis

The underground structural conditions for the proposed facility location are unknown. Detail drawings are available for the size and location of known underground utilities. Abandoned underground utilities may be present. Core drilling should be considered to determine actual conditions, both structural and environmental.

Ongoing Vehicle Maintenance

The construction of the new vehicle maintenance facility must be managed to ensure the systems are out of service for a minimum amount of time.

Possible Hazards

Asbestos/Lead/PCB:

Although only the removal of equipment is planned in the existing garage, the contractor should be aware that the insulation associated with the HVAC system and piping within building 9712 may contain asbestos and the paint may contain lead and PCBs. Industrial Hygiene shall issue requirements regarding Personnel Protection Equipment prior to any work concerning these hazards. The new Garage Office Building is intended to be asbestos free.

Utilities:

Disconnecting and reconnecting the utility service (sanitary water, sewer, compressed air, etc) may be required. Only those personnel qualified to work with utility systems shall be allowed to do so. Utilities to both building 9712 and the new Garage Office Building will be in service during construction of the new facilities. Specific permits are required for connecting to all utility systems.

Electrical:

Electrical power to the 9712 facility and the recently completed building will be in service during construction of the new facilities. Extreme caution must be utilized in the vicinity of this service. As a compensatory measure, a flashlight will be required when power is out of service and access to either facility is required.

Steam and Condensate:

Steam (extremely high temperatures) supply to the 9712 HVAC system and water heaters will be in service during construction of the new facility. Extreme caution must be utilized in the vicinity of this service. Steam and condensate service will not be connected to the new facilities.

RADCON:

Radiological Control requirements are not required as all work is located inside a controlled area(s) but outside of a regulated area. All contractor tools and equipment used for excavation must be surveyed for contamination upon arrival to the work area and prior to removal from the work area.

ENGINEERING AND TECHNOLOGY DISCIPLINES REQUIRED

This is a design-build project. The contractor shall be responsible to provide all designs required to construct the facility in accordance with the International Design and Building codes and any local regulations imposed by BWXT Y-12. BWXT Y-12 Engineering will provide design support including electronic copies of existing facility drawings, review of the design, and as-built of drawings.

- 1) Project Engineering
- 2) Electrical
- 3) HVAC
- 4) Mechanical
- 5) Civil
- 6) Structural
- 7) Fire Systems
- 8) Piping

BWXT SUPPORTING ORGANIZATIONS WITH DESIGN INPUT

- 1) Maintenance
- 2) Project Integration
- 3) Construction
- 4) Fire Protection
- 5) Industrial Safety
- 6) Industrial Hygiene
- 7) Waste Management
- 8) Radiological Control
- 9) Utilities
- 10) Engineering

Summary of Facility Requirements

The following minimum facility requirements shall be incorporated into the facility design.

Service Bays

Ten service bays approximately 16' by 35' will be provided for heavy duty equipment. These service bays will be accessed by four double bay entrance doors approximately 28' by 14' high and two doors 12' by 16' high.

Ten service bays approximately 14' by 35' will be provided for passenger vehicles. These service bays will be accessed by five double bay entrance doors approximately 24' by 14' high.

Eight service bays approximately 10' by 35' will be provided for fork lifts. These service bays will be accessed by five double bay entrance doors approximately 18' by 14' high.

Special Facilities

A general purpose oil changing and lubrication bay approximately 16' by 35' will provided. This facility will be accessed by a 14' by 14' entrance door. The facility will have pit with stair well access to facilitate work under the vehicles. The pit will be properly ventilated with alarms to eliminate confined space concerns.

A general purpose vehicle clean up area approximately 16 X 35' will be provided. The facility will be accessed by a 12' by 14' door.

A tire shop that is approximately 25' by 70' will be provided. This shop will have two 12' by 14' access doors. This shop will include necessary tire storage racks.

A combined weld and machine shop approximately 16' by 70' shall be provided with appropriate ventilation requirements. A single 12' by 14' door will be provided.

Storage Facilities

A parts and oil storage facility approximately 35' by 70' will be provided. This facility will be designed to be secured with the stored items checked out through a single entrance way. A counter and roll-up door will be provided for the dispensing of parts and oil. Emergency egress doorways must be provided as required to meet applicable codes. The general maintenance parts and the new oil will be stored in this facility. Existing shelving from existing facilities will be relocated to the new facility. The used oil will be collected in a 1000 gallon tank to be relocated from the existing garage to an area outside the new oil lube bay.

Special Utilities To Be Provided

A compressed air distribution system will be provided with drops on each side of each service bay and tire changing bay for air tools. The compressors are described earlier in this document. Three drops will be provided in Tire Shop for the tire changing equipment and a fourth at the entrance door and two drops in the oil changing and lubrication service bay. Existing Hose Reels are to be relocated (See Appendix 1) and new Hose Reels necessary to meet this requirement shall be purchased and installed by the contractor.

A minimum of two 110 Volt electrical outlets (Cord Reels) will be provided in each service bay and positioned on the outside of each bay half-way between the front and back of each bay (or as required by code). Existing Cord Reels are to be relocated (See Appendix 1) and new Cord Reels necessary to meet this requirement shall be purchased and installed by the contractor.

The appropriate electrical connections will be provided for the two air compressors and the two exhaust ventilation fans and the building ventilation systems and the special equipment listed in Appendix 1.

Two separate vehicle exhaust ventilation systems will be provided. Each system will provide drops for approximately half of the service bays with drops at the rear of each vehicle and fork lift service bay. Each system will be sized based on the number of service bays to be connected and the applicable code requirements. Consideration shall be given to providing special exhaust facilities for the weld shop and the machine shop or combining these functions with the vehicle exhaust systems.

The building ventilation system will provide fresh air and the appropriate building exhaust for a facility of this nature. The ventilation system must be designed to meet the applicable codes and provide a minimum exhaust to assure that the total building air can be removed every two hours in the summer. In the winter time, this system must provide building heating to maintain a 68 degree interior temperature with a 0 degree outside temperature under normal operating conditions.

Drops shall be installed for five phones and five computer terminals in the service bays with wiring provided to connect these systems to the Garage Office electrical room.

Special Notes

This project is the second phase of a three phase program to replace the garage offices and service bays. The first phase to construct new offices is underway in FY 2004 with an expected completion date of September 1, 2004. This project is the second phase and is envisioned to be two service bays to be constructed on either side of the new office complex and connected to the offices. This project will begin design in late summer of FY 2004 and construction will begin in October 2004 upon receipt of fiscal year 2005 funds. It is envisioned that this project will be awarded as a design-build project with a limitation of funds clause to ensure that the costs incurred by the design-builder do not exceed the available FY 2004 funds.

Several utilities for the Garage Service Bays project will be provided from the Garage Office currently under construction as follows:

- 1) Electrical Power - Sufficient electrical power for the Garage Service Bays will be provided from the Garage Office electrical room. Sufficient electrical capacity will be available and sufficient spare breaker locations will be provided to accomplish this need. Future underground work should not be required.
- 2) Fire Water Supply – Sufficient Fire Water capacity will be available in the Garage Office equipment room and future underground work will not be required.
- 3) Fire Alarm System – The fire alarm interface module in the new Garage Offices will have sufficient capacity to support the new Garage Service Bay project.
- 4) Emergency Notification System and Public Address System – The interface panels in the Garage Office electrical room will be sufficiently sized to support the Garage Service Bay project so that no additional connections are required to the plant systems with the completion of this project.
- 5) Network and Phone Systems – The interface panels for these two systems in the Garage Office will be sufficiently sized to allow the addition of six phones and six computer terminals in the future Garage Service Bay project so that no additional connections are required to the plant systems with the completion of this project.

Attachment 1

Vehicle Maintenance Facility

Equipment List*Main Shop*

Description	Quantity	Electrical Power	Special Installation
Two Post Surface Mounted Lift, Rotary Lift SPOA9 HE-2, 9,000 lbs., Extra Height	6	220 Volt, 12.6 Amps	
A Frame	1		
Engine Lift 2,000 lbs.	1		
Drill Press 110 v	1		
Safety Shower/Eye Bath	1		
Ten Hp Air Compressor Ingersoll Rand 175 psi 120 gallon	2	240/460 Volt, 3 Phase, 25 Amps	
Two Post Surface Mounted Lift, Rotary Lift SPOA9 HE-2, 9,000 lbs.	1	220 Volt, 12.6 Amps	
Forklevator Service Lift Handling Specialty Mfg. LTD. Model :FLE-35W2	1	440 Volt, 3 Phase, 30 Amps	
Air Tek (Air Dryer) Model No. SCM 100	1	110 Volt	
Hotsy Parts Washer	1	440 Volt	
Vehicle Exhaust System	2		See Code Rqmts.
Flammable Storage Cabinet	6		
Metal Storage Cabinet	12		
Tool Cabinet	15		
Metal Work Bench – 6’	8		
Metal Work Bench – 8’	5		
Parts Washing Sink	5	110 Volt	
Floor Jack	6		
Tire Lift/Jack 10,000 lbs	2		
Tire Lift/Jack	1		
Hydraulic Press (8’X8’)	1		
Bench Grinder – Mounted to Columns	3	110 Volt	
Sand Blaster Glove Box	1	110 Volt	
Portable Fan	4	110 Volt	
Water Fountain Connected to Potable Water	3	110 Volt	
Battery Tester	2		
Refrigeration Re-Charger	4		
Air Hose Reels	6		
Book Case – Vehicle Manuals	4		
PC Station – Parts Reference	1		See Previous Note on Future

			Connections
30-Gallon Portable Lube (grease)	1		
55-Gallon Portable Lube (oil)	1		
Weld Booth 12' X 12'	1		
Welder	1	440 Volt, 3 Phase	

Machine Shop

Description	Quantity	Electrical Power	Special Installation
Brake Lathe	2	110 Volt	
Power Hacksaw	1	110 Volt	
Valve Grinder	1	110 Volt	
Metal Lathe	1	110 Volt	
Hydraulic Rivet Press	1	110 Volt	

Forklift Shop

Description	Quantity	Electrical Power	Special Installation
Metal Work Bench – 6'	5		
Tool Cabinet	6		
Air Hose Reel	4		
Hand Wash Station	1		
Portable Fan	2		
Fork Lift Battery Charger	2	440 Volt, 3 Phase	

Lubrication Rack

Description	Quantity	Electrical Power	Special Installation
Oil Filter Crusher	1	110 Volt	
Oil Transfer Station – 120 Gallon Air Activated	2		
55-Gallon Lube Drums	12		
Waste Oil Collection Tank- 1000 Gallon	1		
Metal Skids to Contain Fluid – Battery Collection	6		
Canopy to Cover Outside Equipment	1		
Skid Pan to Collect Metal	6		
Used Oil Drain Sink	1		
Flammable Storage Cabinet	1		
Service Pit	1		
Water Fountain	1	110 Volt	
Air Rover Air Conditioner – On Wheels	1	220 Volt	
Oil Transfer Station – 170 Gallon, Air Activated	1		

Tire Shop

Description	Quantity	Electrical Power	Special Installation
Tire Changer – Truck Tires, Hotmann Monty 4200	1	220 Volt, 3 Phase	
Tire Change – Car Tires, Coats 40-40S	1		Requires 110 PSI Air
Air Hose Reel	2		
Tire Changer (Multipiece Rim), AMMCO 6150	1		Requires 110 PSI Air
Tool Cabinet	1		
Flammable Storage Cabinet	1		
Work Bench – 6'	1		
Tire Lift/Jack	1		
Floor Jack	3		
Water Hose – 50'	1		Requires Hose Bib
Tire Racks	6		
Air Hose with Air Gage For Large Equipment	1		Outside Shop
Tire Balancer – Car/Light Duty Truck	1	220 Volt	
Tire Balancer – Truck/Bus	1	220 Volt	

Attachment 2

Design Requirements

Section 1

TABLE OF CONTENTS

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1.	PROJECT DESCRIPTION
2.	DESIGN SUBMITTAL REQUIREMENTS
3.	ARCHITECTURAL DESIGN
4.	MECHANICAL DESIGN
5.	ELECTRICAL DESIGN

SECTION 1

DESIGN REQUIREMENTS

1. **PROJECT DESCRIPTION.** The project consists of the design and construction of the Phase II Replacement of Building 9712 Garage Facility at the Y-12 National Security Complex, Oak Ridge, Tennessee. The project consists of the design and construction of service bays, tire shop, and parts storage that will be attached to the new office structure currently under construction. The structure shall be designed and constructed to readily accommodate the transition from the existing service area in use to the newly constructed service bays with a minimal interruption to the ongoing required maintenance operations at Y-12. A suggested floor plan for the new building is provided. The contractor may propose an alternate floor plan provided the intended function of the building is accommodated. Any alternate floor plan is subject to government review and approval by the Contracting Officer. The extent of interruption to operations of the ongoing service function must be accurately described and approved by the COR prior to any construction activities taking place.

2. **DESIGN SUBMITTAL REQUIREMENTS.** See Section 2, DESIGN AFTER AWARD.

Standards, Documents, and Criteria. The design requirements within Section 1 represent the minimum quality and quantity acceptable for the proposals and project submittals. The standards, documents, and criteria referenced within this solicitation, although not all attached within this solicitation document, are modified to the extent indicated within this section, and shall be the most current version. The contractor shall be responsible for obtaining any documents not attached as part of this solicitation but referenced as criteria for the project. Requirements of this section may delete, revise, add to, or substitute for criteria contained in the referenced documents and this section shall be deemed the controlling authority of any changes to the other referenced documents and criteria.

2.1 Design Standards. Equipment, hardware, and materials shall be standard manufactured items unless otherwise specified. Replacement parts shall be standard and readily available through commercial means. Discontinued products will not be accepted unless approved by the Contracting Officer. Refer to Engineering Interface Document.

2.2 Codes. The design, materials, equipment, and installation shall be in accordance with the requirements of the listed codes and design manuals, with the requirements of this section, and with the listed specifications. The building will be of a noncombustible construction classification. Wood structural elements will not be acceptable. Refer to Engineering Interface Document.

2.3 Drawings. The attached drawing provides information on the site and general building layout, and shall be used in the design of the facility.

2.4 Field Information. The information provided in the drawings is the best information available. It is provided to assist the Contractor during the design of this project. The Contractor is responsible for field verifying all information given. The Contractor is also responsible for obtaining all information necessary to properly design and install all work. Gathering information during design shall be coordinated through the Contracting Officer. Any survey requiring utility locations, manhole inverts, verification of existing features, etc. shall be the responsibility of the Contractor and shall tie into the project datum.

2.5 Design Details and Standards. The Contractor shall provide a design and construction package using the design details given or referenced in this solicitation. Additional details shall be created by the Contractor as required, but shall conform to the requirements of this solicitation and are subject to Government approval.

2.6 Specifications. Specifications shall be provided as part of the design package for this project. The Contractor shall provide a design and construction package consistent with the Specifications Construction Standards Index

(CSI) referenced in this solicitation. If the Contractor uses specifications other than the CSI, the Contractor shall edit the specifications used to include all of the submittal, installation, and QC requirements given in the UFGS. Specifications for items not identified in the guide specifications shall be written by the Contractor. The Contractor shall edit the guide specifications, but edits shall conform to the specific minimum standard requirements of this solicitation and are subject to approval by the Government.

2.7 Demolition. Any demolition of existing facilities shall be detailed on the design drawings, described in the scope of work, and addressed in the specifications. All applicable environmental and disposal considerations shall be addressed.

3.0 ARCHITECTURAL DESIGN

3.1 Scope. The new service bay areas shall be constructed as shown in the detailed floor plan provided on the drawing, unless an alternate floor plan is approved. The contractor shall layout and install new telephone jacks, computer terminals, electrical outlets, environmental control systems, equipment support utilities etc. for the proper functioning of the service areas and parts storage.

3.1.1 Environmental control. The building shall be environmentally conditioned utilizing appropriate HVAC systems.

3.1.2 Electrical work. Each interior space shall be provided with all the necessary electrical components (lighting, power receptacles, switches, emergency notification speaker [ENS], plant intercom, HVAC power and controls, etc

3.1.3 The new building shall include a fire sprinkler system to provide proper coverage.

3.2 Applicable Standards. The latest edition of each referenced publication is to be used.

3.2.1 Y-12 National Security Complex Standards and Technical Specifications.

3.2.2 Standard Building Code

3.2.3 DOE-Std 1020-2002, which invokes the International Building Code (IBC) 2000 for seismic evaluations.

3.2.4 National Fire Protection Association (NFPA), NFPA 101, Life Safety Code

3.2.5 Standard Mechanical Code

3.2.6 Standard Plumbing Code

3.2.7 American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standards

3.2.8 American Society of Mechanical Engineers (ASME) Standards

3.2.9 Code of Federal Regulations (CFR)10 CFR 434 Federal Commercial Building Energy Code

3.2.10 NFPA 70, National Electrical Code, 2002

3.2.11 National Electrical Safety Code (NESC), 2002

3.2.12 National Fire Protection Association (NFPA) Standards

3.2.13 ANSI/CABO A117.1 ADA Accessibility Guidelines for Buildings and Facilities.

3.3 Barrier Free Design. The ground floor entry doors, restrooms, and the site area contained within the limits of this project shall be fully accessible to all handicapped individuals in accordance with the requirements of the Americans with Disabilities Act (ADA).

3.4 Life Safety. The facility shall be designed to meet or exceed the minimum construction and life safety standards as specified by the International Building Code (IBC). The minimum allowable construction type for all buildings shall be Type II, non-combustible construction. Requirements for the fire resistance of door, wall, ceiling and floor assemblies shall be in accordance with the International Building Code (IBC).

3.5 Fire Protection. In addition to the sprinkler system, the contractor shall furnish and install portable fire extinguishers in recessed extinguisher cabinets located as specified in NFPA 10 Fire Extinguishers.

3.6 Energy Conscious Design. Energy conservation design shall be in accordance with CFR 434 Federal Commercial Building Energy Code. Thermal insulation shall be provided in accordance with the mechanical design requirements.

3.7 Acoustical Design. Walls between private offices and walls between offices and the garage area shall have a Sound Transmission Class (STC) of at least 45. Door openings are not required to be sound rated. Utility outlets and ductwork penetrations shall not compromise the acoustical integrity of the wall, floor or ceiling assembly.

3.8 Interior Design. Interior design services include the selection of materials, colors and textures of all interior and exterior finish materials.

3.9 Building Systems, Materials, and Equipment. The proposed building systems and equipment shall be in accordance with the requirements of this section. The Government desires low or no maintenance finish materials to the greatest extent possible.

3.10 Roof System. The proposed roof system shall be a standing seam metal roof with a 2.5 foot vertical on 12 foot horizontal pitch.

3.11 Exterior Wall Finishings. The proposed exterior walls shall be finished with standard prefabricated metal siding to match the garage office currently under construction.

3.12 Metals.

3.12.1 Factory Finished Metals. Anodized aluminum finishes shall be AA-M12 C22 A42, minimum 0.7 mils, Class I, per Aluminum Association Designation System. All miscellaneous prefabricated components, such as fire extinguisher cabinets, shall be specified to have factory applied finishes in colors to coordinate with the facility. All miscellaneous ferrous metal items exposed to view, which do not have a factory finish, shall be primed and painted. Louvers shall have insect screens.

3.13 Wood. Wood in direct contact with concrete or roofing materials shall be pressure treated.

3.14 Built-in Cabinets.

3.15 Thermal and Moisture Protection.

3.15.1 Building insulation is variable for individual assembly options and will be governed by U-value requirements of the mechanical design requirements.

3.15.2 Caulking and sealants shall be specified for all joints, openings, and penetrations. Fire-stopping shall be specified for all fire rated partitions.

3.16 Doors.

3.16.1 Exterior entry doors shall be flush type with vision lites in the doors or sidelites; inner vestibule doors may be full glass type, exterior doors to mechanical and electrical rooms shall be flush type with louvers as required. All exterior hollow metal door and frame assemblies shall be constructed as required by ANSI/SDI-100 to meet or exceed an extra heavy duty, grade III, seamless-hollow steel construction, and shall be constructed with flush end closures at the top and flush closures or recessed channels at the bottom. All exterior single door openings shall be a minimum of 3'-0" wide by 7'-0" high and shall be insulated with foamed-in-place polyurethane.

3.16.2 Interior doors. All interior hollow metal door and frame assemblies leading to interior rooms shall be flush and constructed as required by ANSI/SDI-100 to meet or exceed a heavy duty, grade II seamless-hollow steel construction. Doors to offices shall be provided with vision panels. Fire rated door assemblies shall be in accordance with NFPA 80 Fire Doors and Windows.

3.16.3 Door Hardware. Door hardware shall be specified to conform to the minimum requirements and allowable options within American National Standards for Builders Hardware.

3.16.3.1 Locksets and Latchsets. Exterior entry doors shall have deadbolt locks. Locksets and latch sets shall comply with ANSI A156.2, Grade 1. All locksets shall be by BEST LOCK CORPORATION, or equal and compatible with the existing keying system. Locksets shall be provided with 7 pin removable cores. The contractor shall provide construction cores. Provide lever handles for all exterior and interior doors with the exception of mechanical, communication and electrical rooms.

3.16.3.2 Finishes and Materials. Architectural builder's hardware materials shall be as per ANSI A-156.18 and the finishes shall be specified to match existing, otherwise lockset finish shall be brushed chrome.

3.16.4 Door Accessories. All exterior doors shall be fully weatherstripped and include metal kick plates and heavy-duty metal thresholds. Provide door bumpers for all doors. Door closers, where required, shall be in accordance with ANSI A156.4 and NFPA 80 Fire Doors and Windows.

3.16.5 Master Keys. Master keying and individual room keying requirements shall be in accordance with the instructions provided by the facility users at the required pre-delivery conference.

3.17 Windows shall be a manufacturer's standard thermal break type, double-glazed product whose thermal performance complies with the U.S. Department of Energy, Energy Star Window Program for the Southern Climate Zone. Frames shall be aluminum, and shall have a minimum performance rating of F-AW65 per AAMA 101. Natural lighting is desirable and skylight windows will be a part of the design.

3.17.1 Glazing. Glazed insulating units for all exterior windows shall be double-paned, fixed, sealed, and shall have an outboard lite of clear float glass with a minimum 1/2-inch thick air space, and a clear inboard lite of a minimum 1/4-inch thick annealed laminated glass with a Low E coating. The outboard lite shall be safety or tempered glazing where required by safety requirements.

3.18 Flooring Finishes.

3.18.1 Sheet vinyl shall be specified for all administrative areas, including lunchrooms and hallways.

3.18.2 Exposed Concrete such as in mechanical/electrical rooms shall receive a clear sealer. Garage floors will receive a float finish according to approved specifications, no high strength topcoating is required.

3.19 Interior Wall Systems and Finishes.

3.19.1 All service and storage areas shall be specified to conform to the minimum requirements and allowable system options within UL fire and sound rated tested assemblies where required. No interior wall finishing will be necessary beyond interior insulation layers except in those areas where insulation is subject to be damaged by normal operations.

3.19.2 Paint systems. New walls shall receive one prime coat and two finish coats of proprietary paint coatings.

3.19.3 Edge Guards. Provide standard vinyl clad edge (corner) guards at all exterior wall corners of gypsum board walls. Top of edge guards shall be a minimum of 6'-0" (1.8 m) above finished floor. Bottom of guard shall be to floor in areas of no base and to top of base at all other areas. Exposed masonry wall outside corners shall be constructed with a manufacturer's standard bull nose units.

3.20 Ceilings.

3.20.1 Service areas ceiling system No suspended ceilings are required by user. Access shall be provided to all valves. .

3.21 Specialties.

3.21.1 Communication specialties required shall be permanently attached to the walls.

3.21.2 Fire Extinguishers and Cabinets. Furnish and install fire extinguishers and 24-1/2"H x 7"D x 8-1/2"W recessed fire extinguisher cabinets as required by NFPA 10, Portable Extinguishers.

3.21.3 Signage. Provide signage in accordance with Y-12 Complex standards.

4. MECHANICAL DESIGN

4.1 Heating, Ventilating, and Air Conditioning.

4.1.1 Criteria Sources and References.

- a. Air Force Handbook(I) 32-1163, Engineering Weather Data.
- b. Standard Building Code (SBC), 2000.
- c. Standard Mechanical Code (SMC), 2000.
- d. Unified Federal Guide Specifications (UFGS).
- e. DOE Technical Manuals.
- f. DOE STD 1020-2002, Natural Phenomena Hazards Design and Evaluation Criteria for Department of Energy Facilities.
- g. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
 - (1) Fundamentals Handbook, 2001.
 - (2) HVAC Systems and Equipment Handbook, 2000.
 - (3) Applications Handbook, 1999.
 - (4) ASHRAE Standard 62, 1999.
 - (5) ASHRAE Standard 70, 1991.
 - (6) ASHRAE Standard 90.1, 1999.
- h. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 - (1) NFPA 90A, Installation of Air Conditioning and Ventilating Systems, latest edition.

4.1.2 Load Calculations. Heat gain and loss calculations shall be, as a minimum, in accordance with the current edition of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals. The cooling equipment shall be selected based on satisfying the sensible and latent calculated loads. Heating load calculations shall not consider lights or internal loads as supplementing the heating system. Design submissions of the building load calculation analysis shall include complete input and output data. Heating and cooling loads shall be calculated using the ASHRAE load calculation manual work sheets or the Trane Company, Trace 700 Program. Load calculations shall include the design parameters listed in the Site Criteria paragraph.

4.1.2.1 Equipment Release Data, Personnel, and Lighting Loads. The building occupancy to be used in the calculations shall be 10 hours a day. Lighting and equipment release data shall only be utilized for cooling calculations.

4.1.2.2 Site Criteria. Temperature conditions at Oak Ridge, Tennessee range from above 96° F in July to below 6° F in January. Summer relative humidity is approximately 52%.

Project Location:	Oak Ridge, TN
Latitude:	35.994° N
Longitude:	84.245° W

Elevation:	955 ft (291 m)
Prevailing Wind Direction:	Out of W (Summer); Out of NE (Winter)
Prevailing Wind Mean Speed:	6.8 mph (3.0 m/s) (Winter)

4.1.2.3 Outside Design Temperature Requirements:

Outside Summer:	90° F (32° C) DB 74° F (23° C) WB
Outside Winter:	18° F (-8° C)

Air-Cooled Condenser Temperature = 93⁰ F (34⁰ C)

Maximum U values Btu/hr ft² F (W/m² K)

Opaque Walls:	0.151 (0.857)
Gross Walls:	0.192 (1.090)
Roof Ceiling:	0.063 (0.358)
Perimeter Loss Coefficient (F):	0.950 (1.644)

Degree Days 65° F (18.3° C) Base

Cooling:	1524 (847)
Heating:	3946 (2192)

4.1.2.4 Indoor Design Temperatures.

Summer Indoor Design Dry Bulb Temperature:	75° F (24° C)
Winter Indoor Design Dry Bulb Temperature:	70° F (21° C)
Winter Indoor Night Setback Temperature:	55° F (13° C)

4.2 Heating, Ventilation, Air Conditioning (HVAC). HVAC systems shall be designed, installed, balanced, and adjusted to distribute heating and cooling to all areas of the facility. The HVAC system shall consist of a split-system heat pump. Split-system outdoor condensing/evaporator units shall be pad-mounted at ground level. The indoor blower/coil unit shall be located on an equipment pad in a mechanical closet.

4.2.1 Air Conditioning. All heat pump equipment shall consist of matched components, all by the same manufacturer. Split-system heat pumps shall be as specified in UFGS Section 15700A - UNITARY HEATING AND COOLING EQUIPMENT. Refrigerants used shall have an ozone depletion potential (ODP) of 0.05 or less. The split system heat pump unit shall contain, as a minimum, the following factory installed features:

1. High and low pressure compressor protection.
2. Liquid line dryer.
3. Hermetically sealed compressor with built-in overloads and locked rotor protection.
4. Liquid sub-cooling.
5. Compressor start and run capacitor/relay.
6. Anti-short-cycle timer.
7. Testing and charging refrigerant connections.

The indoor coil shall be provided with a liquid strainer, expansion device, pre-insulated housing, copper or aluminum coil, and insulated condensate drain pan. Total length of refrigeration piping to each unit shall not exceed 30 feet. Exposed refrigerant piping shall be insulated and installed with a PVC cover. All heat pump units shall deliver a Seasonal Energy Efficiency Rating (SEER) of not less than 11.0 BTUH per watt input and an Heating System Performance Factor (HSPF) of not less than 6.8 BTUH per watt input. In order to establish this rating, the Air

Conditioning and Refrigeration Institute (ARI) publication "Directory of Certified Unitary Air Conditioners", latest edition, shall be the sole determination.

4.2.2 Heating. The heating systems shall be split system heat pumps. Capacities shall conform to recommendations of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) handbooks. Heating equipment shall be as specified in UFGS Section 15700A - UNITARY HEATING AND COOLING EQUIPMENT.

4.2.3 Thermostats. Thermostats for the heat pumps shall be multi-stage (2 stage heat, 1 stage cool), wall-mounted type, conforming to NEMA DC 3, Wall Mounted Room Thermostats. Thermostats shall have an operating range appropriate to the heating and cooling design temperature setpoints. A system selector switch and a fan-selector switch shall be provided integral with the thermostat. The fan-selector switch shall have "AUTO" and "ON" positions. System selector switch shall have "HEAT," "OFF," and "COOL" positions. Maximum differential shall be 4° F. Thermostats utilizing mercury switches are prohibited. Caution shall be taken not to install thermostats in the center of a wall or in a location that would interfere with furniture placement, or on an exterior wall. Thermostats shall not be located in locations subject to unrepresentative temperatures, such as locations opposite bathroom doors, laundry room doors, or exterior doors. Thermostats shall be installed at 5'-0" above the finished floor.

4.2.4 Condensate Drains. Condensate drain lines (3/4" minimum) from cooling coils and furnaces shall be piped directly to a floor sink located in the mechanical closet or routed directly outside. Piping shall not run under concrete slabs or over floor slabs. The runs shall be straight as possible with a minimum of turns to prevent clogging.

4.2.5 Ventilation System. The building shall be provided ventilation in accordance with ASHRAE 62-1999 based on occupancy and/or type of space. Air distribution systems shall be designed to insure that minimum outside air requirements are provided to the building year around. Infiltration shall not be considered as supplementing the ventilation requirement.

4.2.5.1 Exhaust Systems. Exhaust vents shall not be located near outdoor air intakes to prevent short circuiting of exhaust air. Roof mounted exhaust fans are prohibited.

4.2.5.2 Equipment. All materials and equipment shall be the standard cataloged product of manufacturers regularly engaged in production of such materials and equipment, and shall be the manufacturer's latest standard design. Equipment shall comply with the requirements of Underwriters Laboratories, Inc. (UL), American Gas Association (AGA), Air Conditioning and Refrigeration Institute (ARI), American Society for Testing and Materials (ASTM), National Electric Manufacturers Association (NEMA), American National Standards Institute (ANSI), National Fire Protection Association (NFPA) or other national trade associations as applicable. Equipment selection and layout shall make provisions to observe the manufacturer's recommended clearances and code clearances. Rooftop equipment shall not be used in this facility.

4.2.5.3 Louvers. Louvers shall be constructed of extruded aluminum and shall have an anodized factory finished as required to match the architectural features of the building. All louvers shall have a nominal wall thickness of 0.125" (3.2 mm) minimum and shall be provided with the manufacturer's standard security bars (located on the inside of the louver). Combustion air louvers shall be sized in accordance with NFPA 54. Louvers located in mechanical room doors are not permitted. All louvers shall be sized to limit the face velocities to a maximum of 700 fpm (3.56 m/s) exhaust, or 500 fpm (2.54 m/s) air intake. Louver sizes shall be coordinated with Architectural and Structural disciplines. All louvers shall utilize bird screens. Bird screens shall be constructed of flattened aluminum or galvanized steel and shall have a nominal thickness of 0.063" (1.6 mm) minimum. Provide louver sizes and free area requirements on the contract drawings.

4.2.5.4 Access Panels. Access panels/doors shall be provided as required for valves and appurtenances of the HVAC system in accordance with UFGS Section 15895 - AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM.

4.2.5.5 Duct System Design. The ductwork shall be sized using the equal friction design method as specified in SMACNA HVAC Systems Duct Design Manual. Duct locations shall be coordinated with all disciplines. All ductwork shall be galvanized sheet metal and shall be as specified in UFGS Section 15895 - AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM. Flexible duct run outs shall be insulated metallic and shall be limited to 5 ft (1.5 m) in total length. Noise levels from hvac systems shall be designed in accordance with the requirements indicated in the ASHRAE HVAC Applications Handbook, chapter entitled Sound and Vibration Control.

The ductwork shall be insulated in accordance with UFGS Section 15080A - THERMAL INSULATION FOR MECHANICAL SYSTEMS. Ductwork, ductwork openings, and plenums shall be designed to a maximum NC of 35. Duct and air distribution devices shall meet the velocity requirement indicated in the ASHRAE Handbook.

4.2.5.6 Volume Dampers. Manual balancing dampers shall be furnished with accessible operating mechanisms. Where operators occur in finished portions of the building, operators shall be chromium plated with all exposed edges rounded. Manual volume control dampers shall be operated by locking-type quadrant operators. Dampers shall be 2 gauges heavier than the duct in which installed. Unless otherwise indicated, multi-leaf dampers shall be opposed blade type with maximum blade width of 12 inches (300 mm). Access doors or panels shall be provided for all concealed damper operators and locking set screws. Unless otherwise indicated, the locking-type quadrant operators for dampers, when installed on ducts to be thermally insulated, shall be provided with stand-off mounting brackets, bases, or adapters to provide clearance between the duct surface and the operator not less than the thickness of the insulation. Stand-off mounting items shall be integral with the operator or standard accessory of the damper manufacturer. Volume dampers shall be provided on all supply ducts to diffusers, outside air, return, and exhaust ducts to ensure proper balancing and mixing within the system. Dampers integral with registers or diffusers will not be considered volume dampers for the purpose of balancing.

4.2.5.7 Diffusers, Grilles and Registers. Air distribution devices shall be factory-fabricated of steel, corrosion-resistant steel, or aluminum and shall distribute the specified quantity of air evenly over space intended without causing noticeable drafts, air movement faster than 50 fpm (0.25 m/s) in occupied zone, or dead spots anywhere in the conditioned area. Inlets and outlets shall be sound rated and certified according to ASHRAE 70. Diffusers and registers shall be as specified in UFGS 15895 and shall be color coordinated with the Architectural design.

4.2.5.8 Insulation. All piping (aboveground and belowground), ductwork (supply and relief), and other applicable equipment shall be insulated. Insulation shall be in accordance with UFGS Section 15080A - THERMAL INSULATION FOR MECHANICAL SYSTEMS.

4.2.5.9 Vibration and Noise Isolation. All piping, ductwork, air handlers, unit heater and equipment shall be properly isolated to prevent vibration and subsequent noise limited to 10% transmission of the lowest equipment RPM.

4.2.5.10 Seismic Design Requirements. Seismic design shall be in accordance with UFGS Section 13080 – SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT, UFGS Section 15070A – SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT, and DOE STD 1022-2002.

4.2.5.11 Control System. The contractor shall be responsible for correct operation of the control system including, but not limited to, software, control relays, sensors, and control wiring.

4.2.5.12 Testing, Adjusting, and Balancing. Testing, adjusting, and balancing shall be in accordance with UFGS Section 15990A – TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS.

4.2.5.13 Commissioning of HVAC Systems. Commissioning of HVAC and Control systems shall be in accordance with UFGS Section 15995A – COMMISSIONING OF HVAC SYSTEMS.

4.2.6 Calculations to be Provided. Calculations shall be provided as specified in this section and as required in Section 2.

4.3 Plumbing.

4.3.1 Requirements, Criteria Sources and References.

a. Standard Plumbing Code, 2000.

b. American National Standards Institute (ANSI)

ANSI B16.3

Malleable Iron Threaded Fittings, Classes 150 and 300.

c. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

(1) ASME A112.19.1M

(1994) Enameled Cast Iron Plumbing Fixtures

(2) ASME A112.19.2M

(1990) Vitreous China Plumbing Fixtures

d. NFPA 54, National Fuel Gas Code.

e. Architectural and Engineering Instruction Manual, Southwestern Division, U.S. Army Corps of Engineers (SWD AEIM), latest edition.

f. PLUMBING AND DRAINAGE INSTITUTE (PDI)

PDI WH 201, Water Hammer Arresters, latest edition.

g. Unified Federal Guide Specifications (UFGS).

4.3.2 Functional and Technical Requirements.

4.3.2.1 Equipment and Materials. All materials and equipment shall be the standard cataloged product of manufacturers regularly engaged in production of such materials and equipment, and shall be the manufacturer's latest standard design. Equipment shall comply with the requirements of Underwriters Laboratories, Inc. (UL), American Gas Association (AGA), Air Conditioning and Refrigeration Institute (ARI), American Society for Testing and Materials (ASTM), National Electric Manufacturers Association (NEMA), American National Standards Institute (ANSI), National Fire Protection Association (NFPA) or other national trade associations as applicable.

Equipment selection and layout shall make provision to observe the manufacturers recommended clearances and code clearances.

4.3.2.2 Access Panels. Access panels/doors shall be provided as required for valves and appurtenances of the plumbing system in accordance with UFGS Section 15400A – PLUMBING, GENERAL PURPOSE. Panel location and sizes shall be indicated on the contract drawings.

4.3.2.3 Plumbing Fixtures. All plumbing fixtures shall be ADA compliant.

The plumbing fixtures shall be as follows and as specified in UFGS section 15400A:

Electric Water Coolers (EWC's) - Self contained. Exposed surfaces shall be stainless steel. EWC's shall be handicapped accessible and wall mounted at an accessible height. One electric water cooler shall be provided for each 75 occupants or fraction and at least one per floor. EWC's shall use one of the halogenated hydrocarbons with an ozone depletion potential of less than or equal to 0.05.

4.3.2.4 Plumbing Faucets and Fittings. All plumbing faucets and fixtures will be the standard catalogued products of manufacturers regularly engaged in the production of such items. Materials and equipment shall be the manufacturers' latest standard design. Faucets, fixtures and fixture trim shall be provided complete with fittings. Faucet and fixture trim shall be chromium plated or nickel plated brass with a polished bright or satin surface. Faucets shall be single control type with one handle, which will regulate volume and temperature. Seals and seats of single control faucets shall be combined in one replaceable cartridge designed to be interchangeable with all lavatories, and kitchen sinks. Traps for lavatories and sinks shall be chromium plated brass, 20 gauge minimum. Trim for plumbing fixtures shall not have alloys exceeding 16 percent zinc. Aluminum trim shall not be permitted.

4.3.2.5 Valves. All plumbing fixture valves shall be UL or FM approved and shall be provided in accordance with the UFGS Section 15400A - PLUMBING, GENERAL PURPOSE. Valves shall be provided on supplies to equipment and fixtures. Valves 2 1/2" (65 mm) and smaller shall be chrome plated bronze with threaded bodies for pipe and solder-type connections for tubing. Valves 3" (80 mm) and larger shall have flanged iron bodies and bronze trim. Pressure ratings shall be based upon the application.

4.3.3 Domestic Water Supply. The domestic cold and hot water piping systems shall be sized for a maximum flow velocity of 4 feet per second. The supply line to each item of equipment or fixture, except faucets, flush valves, or other control valves that are supplied with integral stops, shall be equipped with a shutoff valve to enable isolation of the item for repair and maintenance without interfering with operation of other equipment or fixtures. Supply piping to fixtures, faucets, hydrants, and flushing devices shall be anchored to prevent movement.

4.3.3.1 Domestic Hot Water Requirements. Domestic hot water will be supplied from new electric water heaters.

4.3.3.2 Sanitary Sewer. All lavatory and sink drains and P-traps shall be coordinated with Architectural millwork to isolate drains. Sanitary sewer connections shall be designed in accordance with the Standard Plumbing Code.

4.3.3.3 Seismic Design. Seismic design shall be in accordance with UFGS Section 13080 – SEISMIC PROTECTION FOR MISCELLANEOUS EQUIPMENT, UFGS Section 15070A – SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT, and DOE STD 1022-2002.

4.3.4 Design Objectives and Provisions.

4.3.4.1 Supply, Drain, Waste, and Vent Piping Systems. All plastic vent and roof drain piping located in ceiling spaces which are used as return air plenums shall be insulated in accordance with UFGS Section 15080A - THERMAL INSULATION FOR MECHANICAL SYSTEMS. Any connections between dissimilar metallic piping systems shall be accomplished with dielectric isolation fittings. Supply, waste, and vent piping materials shall be as follows:

<u>Service</u>	<u>Above Ground</u>	<u>Below Ground</u>
Supply	Copper Type L	Copper Type K
Drain	PVC/CPVC	PVC/CPVC
Waste	PVC/CPVC Cast Iron Copper Type L	PVC/CPVC
Vent	PVC/CPVC Copper Type L	PVC/CPVC
Gas	Black Steel	Polyethylene

4.3.4.2 Vibration/Noise Isolation. Water hammer arresters shall be used to minimize water system noise in accordance with PDI-WH 201. Velocities in domestic water piping shall be a maximum of 4 ft/s (1.2 m/s).

4.3.4.3 Insulation. All cold, hot and vent piping and other applicable domestic water equipment shall be insulated. Insulation shall be in accordance with UFGS Section 15080A - THERMAL INSULATION FOR MECHANICAL SYSTEMS.

4.3.5 Calculations Required. Calculations shall be provided as indicated in this section and as required in Section 2 of this solicitation.

4.4 Fire Suppression.

4.4.1 References. (All NFPA references specified shall be the latest available edition.)

- a. NFPA 13 - Installation of Sprinkler Systems.
- b. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.
- c. NFPA 72 - National Fire Alarm Code.
- d. NFPA 101 - Life Safety Code.
- e. UFGS 13930 - Wet Pipe Sprinkler System, Fire Protection

4.4.2 General Requirements. The new building shall be equipped with a wet pipe sprinkler system in accordance with the requirements of NFPA 13 and as specified herein.

4.4.3 Occupancy Classification. The facility will contain multiple occupancy classifications as stipulated per NFPA 13. The facility will contain areas classified as Ordinary Hazard (Group 1).

4.4.4 Sprinkler Density Requirements. All Ordinary Hazard Group 1 Occupancy areas shall be provided with a sprinkler design density of 0.15 gpm/ft² (6.1 liters/minute per square meter).

4.4.5 Design Area. The sprinkler system design for each respective occupancy shall be hydraulically calculated to protect a minimum floor area of 1500 sq. ft. (139 square meters) or the actual floor area contained within the respective occupancy (contiguous floor area), whichever is less. A sufficient number of hydraulic calculation runs for each occupancy shall be provided in order to prove the hydraulically most demanding areas.

4.4.6 Hose Demand. A 500-gpm exterior hose demand shall be included in the hydraulic calculations. The demand shall be assumed to occur at a fire hydrant located nearest to the building's sprinkler service line point-of-connection to the water distribution system.

4.4.7 Water Supply. Building 9712 currently has a wet pipe fire sprinkler system. This system is supplied from the site water supply system. The system water pressure is sufficient to provide adequate sprinkler coverage without a fire pump system. The contractor shall coordinate with the site fire protection engineering group to determine the actual water pressures available.

4.4.8 Specific Requirements.

4.4.8.1 Equipment Requirements. All equipment, piping, etc., shall meet the requirements of UFGS Section 13930A – WET PIPE SPRINKLER SYSTEM, FIRE PROTECTION and as specified herein. All equipment, piping, etc., shall be UL Listed and/or FM Approved for fire protection service; all system components shall be designed for a working pressure of not less than 1200 kPa (175 psi) unless otherwise indicated.

4.4.8.2 Sprinkler pipe shall be black steel pipe as permitted by NFPA 13. Screwed pipe shall be Schedule 40 or shall be listed by Underwriters' Laboratories to have a corrosion resistance ratio (CRR) of 1.0 or greater after threads are cut.

4.4.8.3 Pipe reducers shall be made with one-piece tapered reducing fittings. Grooved-end or rubber-gasketed reducing couplings are not allowed for use.

4.4.8.4 Sprinklers shall be used in accordance with their listed spacing limitations. Temperature classification shall be ordinary or intermediate as required. Sprinklers in high heat areas or in close proximity to unit heaters shall have a temperature classification in accordance with NFPA 13. Sprinklers in laboratories (and associated process work areas) and the Coating Facility shall be intermediate temperature rated unless a higher temperature rating is required per NFPA 13. Sprinklers in non-air conditioned spaces such as equipment rooms, etc., shall be intermediate temperature rated unless a higher temperature rating is required per NFPA 13.

4.4.8.5 All sprinklers shall be quick response type. Pendant sprinklers shall be either recessed or concealed type. Pendant sprinklers shall have a polished chrome or white enamel finish. No mixing of head types, including finishes is allowed.

4.4.8.6 If necessary for use, sidewall sprinklers shall be specifically listed for use in the respective hazard occupancy protected. Sidewall sprinklers shall have a polished chrome or white enamel finish.

4.4.9 Installation Requirements.

4.4.9.1 Any new piping in the sprinkler system shall be seismically protected. Seismic protection shall include flexible couplings, sway bracing, seismic separation assemblies where piping crosses building seismic separation joints, and other features as required per NFPA 13 for protection of piping against damage from earthquakes. Branch lines shall also be equipped with sway braces at the end sprinkler head and at intervals not exceeding 9 m (30 ft) (exception: when pipe support hangars are less than 6" long).

4.4.9.2 Auxiliary drains shall be provided where required by NFPA 13. Drain valves shall be used where drain plugs are otherwise permitted by NFPA 13. Where branch lines terminate at low points and form trapped sections, such branch lines shall be connected to a common drain line and routed to an auxiliary drain.

5. ELECTRICAL DESIGN

5.1 Electrical Systems.

5.1.1 General Scope. All electrical systems, including complete designs and installations as required below for the new building shall be provided as part of this project. For discussions on project scope see the Architectural and other sections within this document. All electrical designs and installations shall be as required here and elsewhere in this document.

5.1.2 Coordination. Electrical work shall be coordinated through the Contracting Officer's Representative.

5.1.3 Digging Permits. Digging permits, for any exterior work, shall be obtained prior to performing any excavations.

5.1.4 Design and Calculations Review. The Contractor shall have the design and calculations reviewed by a separate Professional Engineer not associated with the original design. Required calculations are as follows:

Load and demand calculations.

Lighting calculations for each room.

Short circuit calculations.

Voltage drop calculations.

Load and load factors, including allowance for future loads.

Fault current and ampere interrupting capacity (AIC).

Cable pulling calculations for any exterior underground cable pulls over 500 ft. in length.

5.1.5 Exterior Electrical System. The Contractor shall provide and install exterior electrical systems as described herein.

5.1.6 Interior Electrical System. The Contractor shall provide and install complete interior electrical systems for the new building. All Contractor installed equipment requiring power shall be connected. All Owner-furnished, Contractor-installed equipment including modular furniture power requirements shall be coordinated prior to any rough-ins.

5.1.7 Commercial Codes and Design Manuals. Design and installation shall conform to the latest editions of the references listed below, unless otherwise indicated herein.

- a. Americans with Disabilities Act (ADA) Accessibility Guidelines.

- b. ANSI C2, National Electrical Safety Code.
- c. ANSI C57.12.00, General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
- d. ANSI C57.12.26 Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers for use with Separable Insulated High-Voltage Connectors, High-Voltage, 34500GrdY/19920 Volts and Below; 2500 kVA and Smaller.
- e. ANSI C57.12.27 Conformance Requirements for Liquid-Filled Distribution Transformers Used in Pad-Mounted Installations, Including Unit Substations.
- f. ANSI C57.12.28 Switchgear and Transformers - Pad-Mounted Equipment - Enclosure Integrity.
- g. ANSI C84.1, Electric Power Systems and Equipment - Voltage Ratings.
- h. ANSI A117.1, Buildings and Facilities - Providing Accessibility and Usability for Physically Handicapped People.
- i. ANSI/IEEE Std. 141, Recommended Practice for Electric Power Distribution for Industrial Plants. (The Red book.).
- j. ANSI/IEEE Std. 142, Recommended Practice for Grounding of Industrial and Commercial Power Systems. (The Green Book.).
- k. ANSI/IEEE Std. 242, Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems. (The Buff book.).
- l. ANSI/ASME A17.1, Safety Code for Elevators and Escalators.
- m. EIA 568, Commercial Building Telecommunications Wiring Standard.
- n. EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces.
- o. EIA 607, Grounding and Bonding Requirements for the Telecommunications Infrastructure of Commercial Buildings.
- p. IES, Lighting Handbook, Reference and Application.
- q. NFPA 70, National Electrical Code.
- r. NFPA 72, National Fire Alarm Code.
- s. NFPA 75, Electronic Computer/Data Processing Equipment.
- t. NFPA 90A, Air Conditioning and Ventilating Systems.
- u. NFPA 101, Life Safety Code.
- v. NFPA 780, Lightning Protection Systems.
- w. Uniform Federal Accessibility Standards.

- x. UL 268, Smoke Detectors for Fire Protective Signaling Systems.
- y. Y-12/BWXT, Design and Construction Standards (all).
- z. US Army Corps of Engineers Standard Detail(s) 40-06-04, Lighting Fixtures, as published on the internet ("www.hnd.usace.army.mil/techinfo/fixtdwg.htm").
 - aa. IEEE C62.41 (1991) Surge Voltage in Low Voltage AC Power Circuits.
 - bb. NACE RP0169 (1996) Control of External Corrosion on Underground or Submerged Metallic Piping Systems.
 - cc. NACE RP0177 (1995) Mitigation of Alternating Current and Lightning Effects on Metallic Piping Systems.
 - dd. NACE RP0190 (1995) External Protective Coatings for Joints, Fittings, and Valves on Metallic Underground or Submerged Pipelines and Piping Systems.
 - ee. DOE Technical Manuals.
 - (1) DOE STD 1020-2002, Natural Phenomena Hazards Design and Evaluation Criteria for Department of Energy Facilities.

5.2 Exterior Electrical.

5.2.1 Scope.

5.2.1.1 Power. The contractor shall perform a load study on the existing building electrical systems and on the projected loads for the new building. If the load study determines that the existing building power supply is not adequate to support the combined projected loads, the contractor shall propose upgrades to the existing building electrical service, which will provide adequate electrical service for the new building projected loads, or the contractor shall determine in coordination with BWXT additional electrical service requirements separate from the existing service. All electrical service and exterior electrical equipment shall be designed and installed per the Y-12/BWXT exterior electrical standards.

5.2.1.2 Communications. Exterior communications lines necessary to support the new building shall be provided as part of this project. Exterior communication lines shall consist of telephone, LAN, and emergency notification system connections. Exterior cables (copper and fiber optic) shall be provided as necessary to connect the interior systems being installed into the existing exterior systems. Exterior cables shall be installed to the nearest point of connection (POC), which may be a manhole or OH cable connection/splice point. Determination of the location of the POC shall be coordinated through the Contracting Officer's Representative, and shall be negotiated with Y-12/BWXT exterior site electrical personnel. All exterior cables shall be designed and installed per the Y-12/BWXT exterior electrical standards. The final connections/splices into the existing exterior systems shall be performed by Y-12/BWXT personnel.

5.2.2 General Requirements. The design, materials, equipment and installation shall be in accordance with the requirements of the listed codes and standards, and per the Y-12/BWXT standards.

5.2.2.1 Labeling. Where applicable, all materials, equipment, fixtures and appurtenances shall be labeled by Underwriters Laboratories, Inc., or a similar organization acceptable to the Government.

5.2.2.2 Routing and Location. The routing of the new underground feeders shall be approved by and coordinated with the Contracting Officer's Representative. Except for crossings, electrical and communications utilities shall not be located under streets or sidewalks.

5.2.2.3 Fault and Overcurrent Protection. Overcurrent and fault protection devices shall be coordinated with line-side and load-side fuses or circuit breakers to isolate any electrical fault or overload from the rest of the system. Some breaker sizes may not coordinate under some fault conditions; however, good engineering practices shall be used and devices shall coordinate for all overload conditions. The Contractor shall contact the Contracting Officer's Representative to obtain the information necessary to provide this coordination.

5.2.3 Miscellaneous.

5.2.3.1 Road Crossings. It shall be the responsibility of the Contractor to provide proper coordination and obtain all necessary permits, approvals, etc., before installing the crossings. Crossing ducts shall consist of reinforced concrete encased nonmetallic conduits.

5.2.3.2 Utility Crossings. Clearances from existing and new utilities (water, gas, sewer, etc.) shall be as specified in ANSI C2.

5.2.3.3 Underground Splices. Underground connections or splices shall not be permitted in primary or secondary conductors.

5.2.3.4 Demolition of Existing Exterior Electrical Systems. Demolition shall be required of any exterior systems being replaced.

5.2.3.5 Cathodic Protection. Cathodic protection shall be provided for all ferrous materials installed in contact with earth or installed below grade. Note: The following materials shall not be considered ferrous materials in contact with earth; rebar installed in concrete, riserless anodes, and PVC coated RGS conduit. The cathodic protection shall be designed and provided in accordance with the methods and provisions and standards of NACE RP0169, NACE RP0177, NACE RP0190, and the Y-12/BMXT site standards.

5.3 Interior Electrical.

5.3.1 General. The Contractor shall provide complete electrical systems throughout the new areas.. Power, lighting, communications, and special systems connections and equipment shall be as required below.

5.3.1.1 Scope. In places where existing equipment is affected by construction of the new building (eg: electrical equipment located on a wall that is being moved), the existing equipment shall be relocated (or replaced) as necessary to accommodate the new building layout.

5.3.1.2 All installations, whether totally new or relocated, shall be as required by the National Electrical Code. The Contractor shall provide power to all equipment. The Contractor shall be responsible for coordinating between his sub-contractors for control power and shall provide control for all mechanical equipment.

5.3.1.3 Under Slab. No conduits, wires, cable, or equipment, except the main service entrance(s), shall be located under the building concrete slab.

5.3.1.4 Enclosure Covers. Enclosures shall have screws or screw clamps and shall have provision for locking with utility-type seals.

5.3.1.5 Fault and Overcurrent Protection. Overcurrent and fault protection devices shall be coordinated with line-side and load-side fuses or circuit breakers to isolate any electrical fault or overload from the rest of the system. Some breaker sizes may not coordinate under some fault conditions; however, good engineering practices shall be used and devices shall coordinate for all overload conditions. This includes coordination across transformers.

5.3.1.6 Labeling. All materials, equipment, fixtures and appurtenances shall be labeled by Underwriters Laboratories, Inc., or a similar acceptable organization.

5.3.1.7 Grounding. All circuits shall be equipped with a green ground no matter what type of load is connected or what type of conduit is used. The ground shall be connected to the panel grounding bus per the NEC.

5.3.2 Sizing Services and Feeders. Sizing calculations shall be provided in the format used in the current edition of the National Electrical code, Chapter 9, Part B, Examples. Estimated loads shall be included in the calculations for future and spare equipment, and all equipment listed in the subparagraphs of "Interior Electrical, Dedicated Circuits".

5.3.2.1 Panelboard Feeders. Panelboard feeders from the service shall be sized to supply the full load rating of the panel they serve. For instance, a panel with a 100 amp demand load shall be fed by 100 amp wire, minimum.

5.3.3 Panelboards. Secondary and local panelboards shall be sized for a minimum of 125% of the demand load they serve. They shall be fully rated for the available fault current, and furnished with main circuit breakers (unless the feed is from an upstream panel breaker, in which case they may have MLO), full sized bolt-on branch breakers, insulated neutral busses and bonded equipment grounding busses. Panelboards located in finished areas shall be recessed, with flush fronts and hinged doors. Panelboards shall be located near the loads they serve. Twenty-five percent of single pole spaces (minimum) shall be provided for spares. The Contractor shall provide and install printed labels, in the panelboard, for all installed circuits. Panelboard buses shall be copper, aluminum buses shall not be allowed. Contractor shall remove all references to aluminum buses from specifications.

5.3.4 Surge Protection. The Building power supply system shall be provided with a surge protection system. The system shall consist of surge protection packages and modules installed in or connected to all panelboards, switchboards, and switchgear. The surge protection packages shall consist of three levels of protection; 1.) The main panel level (for service entrance panels, MDPs, MCCs, switchgear, etc.) 2.) The secondary panel level (for distribution panels, switchboards, etc.) 3.) The local panel level (local panelboards and power panels). One package of the appropriate size and level of protection shall be installed in all panels.

5.3.5 Load Separation. Panelboards, feeders, branch circuits, and receptacles which supply power for user computer and data processing loads shall be separately derived systems (a separate step down transformer). Data processing loads shall include, computers, servers, monitors, printers, and all other peripheral equipment associated with

computer and data processing systems. All of these computer and data processing loads shall be separate and distinct from the panels, feeders, etc., which supply the HVAC, lighting and other non-computer type building loads.

5.3.6 Conductors. All conductors shall be copper, aluminum is not allowed and not smaller than #12 AWG. Conductors #10 and #12 shall be solid; conductors #8 and larger shall be stranded. All conductors shall be installed in metallic conduit. Nonmetallic electrical conduit (smurf tube) is not allowed. Wire types THW or THWN shall be used. Fixture whips shall be armored cable or conductors installed in metallic flex. Type NM wire is not acceptable.

5.3.7 Branch Circuits, Receptacles and Outlets. All general receptacle and lighting circuits shall be 20 Ampere circuits, minimum, fed by 20 Ampere circuit breakers, minimum. All branch circuits required by the National Electrical Code shall be provided. Receptacles on opposite sides of common walls shall be horizontally offset.

5.3.7.1 Separate Circuits. Lighting and receptacles shall be on separate branch circuits.

5.3.7.2 Outlets per Circuit. Receptacles which are for general use (ie: not installed for a specific defined load) shall be on circuits with a maximum of 6 duplex outlets, rated at 180VA, per circuit.

5.3.7.3 General Purpose Receptacles. General purpose receptacles shall be installed per the N.E.C. in hallways, equipment rooms, and other general use areas. In office spaces, work cubicles and desk or computer areas, provide a minimum of one (1) duplex receptacle per wall or per 12 linear feet of wall space (which ever provides more receptacles). In the breakroom, provide a dedicated receptacle (on a separate circuit) at each location where a microwave, refrigerator, or counter top heating/cooking unit may be installed. Where not otherwise specified, a minimum of one duplex general purpose receptacle shall be provided for every 25 ft. of wall space.

5.3.7.3.1 Receptacle Loading. General use receptacles which do not have specific loads defined shall be assigned a demand load of 180VA per duplex outlet.

5.3.7.4 Computer Loads. Circuits terminating in receptacles shall be provided for all user provided computer loads.

5.3.7.4.1 Computer Circuit Loading. Where computer type loads are to be supplied, the demand loading shall be as follows: 250VA per CPU, 150VA per monitor, 400VA per personal printer, and 750 VA per heavy printer. These workstation loads shall be assumed to be continuous loads and the load demand factor shall be 100%.

5.3.7.5 User Equipment Loads. Circuits shall be provided for all user connected equipment loads. Unless otherwise stated, these circuits shall be terminated in a standard receptacle or a surface mounted disconnect switch (which gives a place for future connections) as appropriate for each load, sized to match the defined load/circuit capacity, and located as close to the defined load location as possible.

5.3.7.5.1 User Equipment Demand. Where user equipment is defined, the connected load shall be as given. Where general use receptacles are required, the connected load shall be calculated at 180 VA per duplex receptacle. For both of the above cases the building demand load may calculated at 50% of the connected load, however, the branch circuit shall be sized for the connected load.

5.3.8 Interior Receptacles. Receptacles shall be NEMA ?), located along walls as required above for the loads, workstations, and by the NEC. Receptacles shall be specification grade or better. The Contractor shall coordinate

with the Contracting Officer's Representative for specific locations of receptacles. Each circuit shall be provided with its own neutral. The locations of all receptacles shall be approved by the Contracting Officer's Representative.

5.3.8.1 Ground Fault Current Interrupting (GFI) Receptacles. GFI receptacles shall be provided as required by the NEC. However at least one GFI receptacle shall be located in each restroom and janitor's closet.

5.3.8.1.1 Ground Fault Protected Receptacles. Except as otherwise noted, receptacles which are required to have ground fault protection may either be fed by a ground fault interrupting circuit breaker or may be installed on the downstream side of a ground fault protected receptacle.

5.3.8.2 Mechanical and Electrical Room Receptacles. A general use receptacle (GFI protected) shall be located in the mechanical room and general use receptacle (GFI protected) shall be located in the electrical equipment room; both shall be mounted at 48" A.F.F.

5.3.8.3 Restrooms. Restrooms shall have a ground fault receptacle located adjacent to each pair of sink basins. Above-sink fixtures shall not have receptacles.

5.3.8.4 Telephone Backboard Receptacle. For new telephone backboards, three dedicated 20 ampere circuits servicing six fourplex receptacles shall be provided at the voice/data backboards and/or racks. Install No. 6 green insulated ground wire from the telephone equipment backboard to the building ground/counterpoise system.

5.3.8.5 Exterior Receptacles. Exterior duplex receptacles, 120 Volt, shall be provided every 100 ft. around the exterior of the building.

5.3.8.5.1 Exterior receptacles shall be GFI and shall have weatherproof "Taymac" type covers which are rated NEMA 3R with a plug cord attached.

5.3.9 Lightning Protection. Lightning Protection shall be provided for new building construction. The Lightning Protection System(s) shall be per the requirements given in the latest version of the NFPA 780.

5.3.10 Lighting. Ceiling mounted fixtures shall be provided for all rooms and hallways, walk-in closets and interior areas. Lighting control shall be from wall-mounted switches.

5.3.10.1 Fixtures and Lamps. All light fixtures, exit signs, egress light fixtures, etc., shall be heavy commercial grade or better. Energy efficient lighting shall be provided. Incandescent style fixtures shall be physically capable of accepting screw-in fluorescent replacement bulbs. Fluorescent fixtures shall have energy saving electronic ballasts. Lamps shall be high efficiency, reduced wattage. Corps of Engineers Standard Lighting Detail Drawings shall be used as the basis for selecting fixtures. The COE Standard Lighting Details can be found in electronic form, under the heading of Standard Drawing 40-06-04, on the internet, at "www.hnd.usace.army.mil/techinfo". These drawing details are available in both AutoCad and Microstation format. Standard parabolic troffer type fluorescent fixtures shall provide general lighting for all rooms throughout the building. Troffer type fixtures shall have 16 cells for 2 lamp fixtures, 24 cells for 3 lamp fixtures, 32 cells for 4 lamp fixtures, and shall be provided with 3" deep louvers (3" deep louvers shall be a full 3" deep). Hallways, break rooms, & etc. may use acrylic lens type fluorescent fixtures. Mechanical and electrical rooms may use utility type fluorescent fixtures. Accent and task lighting may use fluorescent down and wall-washer recessed type fixtures.

5.3.10.2 Egress and Emergency Lighting. Emergency and egress lighting shall be provided as required by NFPA 101. Ceiling mounted fluorescent light fixtures with built-in batteries are acceptable. Residential grade fixtures or fixtures not intended for emergency lighting are unacceptable and shall be rejected. Exit lights shall be LED type fixtures. A central inverter, UPS with 90 minute battery, type emergency lighting system may be used in place of emergency and exit lights with separate built-in batteries. In this case the central inverter system shall be UL listed for use as a Life Safety 101 power supply system.

5.3.10.3 Fixture Mounting. Fluorescent fixtures shall be mounted as required by the National Electrical Code. Toggle bolts shall not be used to secure fluorescent fixtures or any other fixture that is not box mountable.

5.3.10.4 Lighting Control. Control switches for general room lighting shall be located at room entrances. Rooms with more than one door shall have three or four-way switches. In order to provide more than one level of lighting, inner and outer ballasts and lamps of multiple ballast fixtures shall be switched separately. Fluorescent task and wall washer fixtures shall be controlled with separate switches. Dimming controls and fixtures shall be provided where required below.

5.3.10.5 Lighting Levels. Minimum lighting levels shall be as follows.

Storage Areas	15 Ft. Candles.
Mech. & Elec. Rooms	15 Ft. Candles.
Maintenance Areas	50 Ft. Candles.

5.3.10.8 Lighting Loads. Lighting loads shall be assumed to be continuous and the lighting load demand factor shall be 100% for all occupied areas. Demand factors for lighting in unoccupied areas may be assigned as appropriate.

5.3.11 Fire Alarm System. The building shall be provided with a complete and fully functional fire alarm system which meets all national code requirements and Y-12/BWXT specific site requirements.

5.3.12 Telephone System. The building shall be pre-wired with a complete telephone system. Flush outlets shall be provided for all rooms and workstations as required herein. Wiring shall be homerun style back to the main communication room. All telephone homeruns shall be concealed. Conductors, wiring method and method of termination shall be CAT-6, per TIA/EIA 568A or B, Rev B or the latest approved version of the ANSI/TIA/EIA standards.. The Contractor shall provide grounding equipment, service entrance equipment, all conductors and outlets throughout the building. The Contractor shall connect and terminate all wiring to the outlets at each location and to the punch down blocks on the backboards.

5.3.12.1 Requirements. Outlets and connects within the building shall be provided as follows: 1 duplex per desk or workspace, 2 duplex per occupant in walled offices.

5.3.12.2 Outlet Terminations. Telephone outlets shall be modular, RJ-45 type receptacles, rated for CAT-6 installation, per EIA 568A or B, Rev B or the latest approved version of the ANSI/TIA/EIA standards. Each outlet location shall be a duplex (two RJ-45) receptacle. In locations where LAN outlets are required, the telephone outlets (duplex RJ-45 outlets) shall be installed together with the required LAN outlets in a Quadruplex outlet. Telephone outlets shall be “keyed” differently from the LAN outlets so that they cannot be interchanged.

5.3.12.3 Wiring. Telephone system wiring shall be 4 twisted pair, #24 copper, rated for CAT-6. Interior wiring shall be installed in EMT, IMC, or RGS conduit, or a combination of conduit and cable tray. In all cases, a raceway, which will allow future cables to be installed or removed shall be installed throughout the full length of the communication cabling pathway. Cables for the telephone wiring system shall have an outside jacket which is white.

5.3.13 Data (LAN) Communications System. Data communications (LAN) systems shall be provided throughout the building. The network shall be installed as a complete system, including raceway systems, wire and cable, connections and termination devices and equipment racks. All cables installed shall be terminated. For each device or location listed here or below the Contractor shall install a duplex data/LAN port. The systems shall be provided with a performance warranty covering the entire system. Unless otherwise specified, the copper systems installation shall be a Category 6 system per EIA 568A or B, Rev B or the latest approved version of the ANSI/TIA/EIA standards.

5.3.13.1 LAN/Data System. The LAN/Data system shall consist of a LAN System Rack(s), patch panels, and concentrators (if necessary), LAN/Data system wiring in general communication raceways, and LAN/Data receptacles (system servers and computers will be by others). Cables for the LAN system shall be provided with a blue outside jacket.

5.3.13.2 Terminations. Copper LAN System outlets shall be modular, eight-position RJ-45 type receptacles, rated for CAT-6 installation, per EIA 568A or B, Rev B or the latest approved version of the ANSI/TIA/EIA standards. Each outlet location shall be a duplex installation, with two (2) RJ-45 receptacles. In locations where telephone outlets are required, the LAN/data outlets (duplex RJ-45 outlets) shall be installed together with the required telephone receptacles in a Quadruplex outlet. Copper LAN outlets shall be “keyed” differently from the telephone outlets so that they cannot be interchanged.

5.3.13.3 Requirements. LAN Outlets and connects within the building shall be provided as follows: 1 duplex per desk or workspace, 2 duplex per occupant in walled offices.

5.3.13.4 Wiring. Copper LAN system wiring shall be 4 twisted pair, #24 copper, rated for CAT-6 or the latest approved version of the ANSI/TIA/EIA standards. MFO LAN system wiring shall be single fiber, multimode fiber optic cable. LAN system wiring shall be installed in a raceway system designed and installed for that purpose. See raceway requirements below. Copper LAN system conveyances (wire and/or conduit) may not cross SCIF boundaries

5.3.13.5 Raceway. Raceways for the Classified LAN system shall be dedicated conduit(s), complete and enclosed from LAN Rack to receptacle box. Raceways for the Non-classified LAN system(s) shall consist of a combination of conduit and cable tray, as described below.

5.3.13.5.1 Cable Tray. Cable tray systems shall be ladder type open tray systems for non-classified systems, and closed covered tray systems for classified systems, installed, in the above ceiling space. Telephone and non-classified LAN system cables may be combined in the same cable tray. BWXT/Y-12 will provide information on classified and non-classified systems.

5.3.13.5.2 Conduit. Conduits for the non-classified LAN system shall be installed from each termination point or connection device to the cable tray system in the above the ceiling space.

5.3.13.5.3 Comm./Server Rooms. All Comm./Server rooms shall be provided with suspended wireway above network frames and server racks to allow for cable routing.

5.3.13.6 Grounding and Bonding. LAN/Data Systems installations shall be grounded and bonded per EIA 607.

5.3.13.7 Testing. All LAN/Data system installations shall be tested for CAT-6 performance per EIA 568A or B, Rev B or the latest approved version of the ANSI/TIA/EIA standards.

5.3.13.8 Server Locations. In locations where servers are located (typically in server/comm. rooms), the contractor shall provide a floor mounted, free standing, 19 in. wide, 96 in. high, open frame server rack, in which the necessary patch panels and terminations shall be mounted.

5.3.14 PA/Emergency Notification System. Provide a stand alone PA/Emergency Notification system throughout the building. The PA/Emergency Notification System shall be compatible with and connected into existing systems in the area per instructions provided by BWXT/Y-12.

5.3.15 Motors. All motors installed, whether supplied separately or as part of an equipment package, shall be appropriately rated for the duty cycle and service conditions of the location and the application.

SECTION 2

DESIGN AFTER AWARD

3. GENERAL: The requirements within this section establish the design efforts of the Contractor, following Design Notice to Proceed under a Design-Build solicitation.

The plans and specifications submitted in accordance with this solicitation shall conform to the following sections. These sections are included with this Design-Build solicitation, when applicable:

- a. SECTION 00810, SUPPLEMENTAL CONTRACT REQUIREMENTS.
- b. SECTION 1, DESIGN REQUIREMENTS.
- c. SECTION 2, DESIGN AFTER AWARD.

The plans and specifications submitted in accordance with this Solicitation shall conform to the following documents. The listed documents are available in electronic format from the Government at no charge by request to the Contracting Officer's Representative:

- a. Indexed Unified Facility Guide Specifications (UFGS).
 - b. Applicable sections of the Y-12 Design Standards and Engineering Interface Document: Appendix A of the base contract.
- 3.1 Compliance and Certification: The Contractor shall certify that all items submitted in the design documents comply with all the stated solicitation requirements. The criteria specified in this solicitation are binding contract criteria. In case of any conflict between the solicitation criteria and Contractor's submittals, the solicitation criteria will govern.
 - 3.2 Contractor'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 of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to, actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction 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 QC program with the design QC 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.
4. ORDER OF DESIGN CRITERIA PRECEDENCE: SECTION 1 DESIGN REQUIREMENTS is intended to identify specific project requirements. In cases of criteria conflict, SECTION 1 DESIGN REQUIREMENTS holds precedence over all other criteria mentioned or referenced. Guide specifications define minimum material quality requirements for material and installation.
- 4.1 Field Verification: The Contractor shall verify field conditions which are required for final design. The information shall be reflected in the design documents.
 - 4.2 Drawings: Drawing format shall be in accordance with the Department of Energy (DOE) DRAFTING STANDARDS. Drawings shall be in MicroStation, latest version.

- 4.3 Design Analysis: The Design Analysis shall be developed in accordance to the criteria specified within the Design-Build solicitation, Section 1 – DESIGN REQUIREMENTS. The Design Analysis shall include all features with the necessary calculations, tables, methods and sources used in determining equipment and material sizes and capacities, and shall provide sufficient information to support the design.
- 4.4 Specifications: Unified Facility Guide Specifications (UFGS) will be provided upon request by the Contracting Officer's Representative. All specifications shall be in sufficient detail to fully describe and demonstrate the quality of materials (without the specific use of brand name products), the installation and performance of equipment, and the quality of workmanship. If specific brand names or products are required in the specifications, the Contractor shall provide an "or equal" statement and shall provide the salient characteristics that may be used to determine what is "equal". The specifications shall be in Microsoft Word 2000 format.
- 4.5 Certification of Computer Media: Certification of Computer Media shall be in accordance with DOE DRAFTING STANDARDS. All delivery media (CDs, etc.) for computer data shall be certified by the Contractor to be free of known computer viruses. The name(s) and release dates of the virus scanning software used to analyze the delivery media shall be furnished to the Government at time of delivery. The release of revision date of the virus scanning software shall be the current version which has detected the latest known viruses at the time of the delivery of the media. If analysis of the delivery media by the Government finds evidence of virus infection, the media will be returned to the Contractor. The Contractor shall resubmit the media at no cost to the Government.

5. DESIGN SUBMITTALS:

- 5.1 General: The first submittal shall include the site plan, proposed floor plan, and proposed prefabricated building conceptual design. The second submittal shall include the 100 percent design. The third design submittal shall include the 100 percent corrected final design. The fourth submittal shall be the set used for construction. Further submittal clarification can be found in SECTION 1 - DESIGN REQUIREMENTS.
- 5.2 Contractor Design Review. The Contractor shall ensure that all design documents, including all drawings and calculations, be reviewed by a registered senior engineer/architect in the required discipline, who is independent from and not associated with the design, but who may be associated with the organization which did the original design. All drawings and design calculations in the Design Analysis shall be co-signed by the independent reviewer. The independent reviewer shall submit within the Design Analysis, a signed letter of certification stating that he/she has reviewed the design documents for that discipline, and that he/she agrees that the design is complete, correct, and in conformance with the requirements of the solicitation.
- 5.3 Reproduction: The Contractor shall be responsible for reproduction and distribution of design documents.
- 5.4 100 PERCENT SUBMITTAL REQUIREMENTS: The 100 percent design shall consist of three separate submittals:
- (a) Final Submittal
 - (b) Corrected Final Submittal
 - (c) Construction Set Submittal
- 5.4.1 Final Submittal: The Final Submittal shall be appropriately stamped to describe the submittal package as follows: "For Review Only - Final Design". Each sheet of the drawings shall be so stamped.

3.4.2 Drawings. All drawings included in the required technical data for the proposal submission shall be developed to a level of 100 percent completion. Drawings required for the 100 Percent Design Submittal shall include as a minimum:

a. General:

- (1) Cover sheet and index of drawings.

b. Site Work:

- (1) Existing conditions.
- (2) Demolition
- (3) New work.

c. Architectural:

- (1) Floor plans
- (2) Reflected ceiling plan.
- (3) Wall sections
- (4) Door, window, hardware, and room finish schedules

d. Mechanical:

- (1) Mechanical (HVAC) plans and details
- (2) Piping plans and details
- (3) Fire Suppression drawings

e. Electrical:

- (1) Electrical systems drawings; including LAN, security and fire alarm systems.
- (2) Lighting Plans; including plan drawings which show the locations and installation details of the new conduits, junction boxes, outlets, and light fixture boxes.
- (3) Electrical Panel schedules of all panels, panelboards, and switchboards, existing and new. Note: Panel schedules are not required for information covered on One-Line Diagrams.
- (4) Details; including power connections and equipment mounting.

3.4.4 Corrected Final Submittal. If a sufficient number of comments are generated by the Government during the Final Design Submittal, and at the option of the Contracting Officer's Representative, the Contractor shall submit drawings, and specifications for compliance check of the accepted review comments of the Final Design Submittal. The Corrected Final Submittal shall be appropriately stamped to describe the submittal package as follows: "For Review Only - Corrected Final". Each sheet of the drawings shall be so stamped.

3.4.5.1 Construction Set Submittal. Upon Government acceptance of all annotated comments, the Contractor shall immediately submit a record set of construction drawings with drawing files on compact disk (CD), specifications on CD, and design analysis on CD. One CD with the drawing files, specifications, and design analysis is preferred. The Contractor shall include complete Division 1 specifications including Table of Contents in the Construction set. Division 1 specifications are not to be altered, but shall be reproduced in their entirety as printed in the RFP.

6. AS-BUILTS: Upon completion of the design phase, the original mylar plotted drawings will be retained by the Contractor for recording of as-built conditions. Upon completion of the project, the original design documents corrected to reflect as-built conditions shall be submitted to the Contracting Officer as specified in Section 01740 of the basic contract. Compact disks with electronic files and the hardcopy documentation shall become the property of the Government.

7. TRANSMITTAL TO GOVERNMENT:

7.1 All documents must contain an index of contents.

7.2 All submittals shall be transmitted to be received in the shortest time possible. Originals of transmittal letters should be sent to the Contracting Officer's Representative, and copies should accompany each mail package. Design documents shall include design analysis, drawings, calculations, and specifications and shall be distributed as indicated in the distribution schedule.

7.3 The Contractor shall submit complete design documents for the required submittal in the same quantity and to the Addressee listed below for each review (one or more) until the Government is satisfied that all review comments have been addressed and resolved. Following the last review, the Contractor shall forward the completed construction documents in the number of copies specified in the Distribution Schedule.

ADDRESSEE:

U.S. Army Corps of Engineers
Nashville Resident Office
ATTN: Mike Lee
3711 Bell Rd.
Nashville, Tennessee

DISTRIBUTION SCHEDULE

NUMBER OF COPIES

FINAL (100%) DESIGN SUBMITTAL

DRAWINGS, FULL-SIZE	2
DRAWINGS, HALF-SIZE	2
SPECIFICATIONS	4

CORRECTED FINAL SUBMITTAL

DRAWINGS, FULL-SIZE	2
DRAWINGS, HALF-SIZE	2
SPECIFICATIONS	4
CD OF DRAWING FILES	2

CONSTRUCTION, includes CD with drawing files IAW attached Appendix, full-size plotted mylars, and CD with Specifications and DA.

DRAWINGS, FULL-SIZE	3
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DRAWINGS, HALF-SIZE	6
SPECIFICATIONS (Hardcopies)	6

8. DESIGN REVIEW AND REVIEW CONFERENCES: One design review conference shall be held, which will be administered by the Contracting Officer's Representative. The design conference will be a 100% design review conference to be held after completion of review of the 100% submittal.
- 8.1 Time Extension. If for any reason the Government requires more time than the notice given prior to the review conference and that delay causes the Contractor to exceed the set milestones, the Contractor shall be granted an extension of time equal to the number of calendar days of delay.
- 8.2 Design Review Conferences and Review Conference Action: Government personnel will present review comments for discussion and resolution at the design review conference. At the completion of the Design Review Conference, the Contractor shall provide copies of the comments, annotated with comment action agreed upon, to all parties within seven (5) working days of adjourning the design review conference. The Contractor shall include a memorandum of the design review meeting summarizing any major decision points and issues which require resolution. Unresolved comments will be resolved by immediate follow-on action at end of the conference.
- 8.3 Review Comment Annotation and Compliance.
- 8.3.1.1 The Government's review will consist of quality assurance (QA) checks. It will center primarily on the design's functional aspects with limited technical review. Comments will be provided in MicroSoft Word 2000. The Contractor shall annotate the review comments in the development of data for the next design level. If any review comment requires clarification and/or amplification to assure understanding, the Contractor shall notify the Contracting Officer's Representative in writing.
- 8.3.2 After each submittal, the Contractor shall make any corrections necessary (because of errors or omissions occasioned by review comments) including the preparation of addenda that may be required as a result of such deficiencies.
9. Notice To Proceed: The Contractor shall not proceed or initiate any work on any successive design level prior to receipt of approval of the preceding design level.

Section 00100 - Bidding Schedule/Instructions to Bidders

SECTION 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.0 INTRODUCTION

1.1 SCOPE

You are invited to submit a proposal in response to our Request for Proposal (RFP) entitled, “Construction and Design Services, Y-12 Nuclear Security Complex, Oak Ridge, Tennessee, Department of Energy Multiple Award Task Order Contract (MATOC) Solicitation” for civil works construction and limited design-build services for the geographic area of the Y-12 Facility, Oak Ridge, TN. As a result of this solicitation, the Government intends that three (3) to five (5) indefinite-delivery, indefinite-quantity, (IDIQ) Task Order Contracts will be awarded to small business contractors. Awards will be made to offerors whose proposals, responsive and conforming to the RFP, are determined to be most advantageous to the Government in terms of technical, price and other factors considered. Work to be performed under the Multiple Award Task Order Contract (MATOC). Contracts shall provide construction services, demolition services and **limited** design services for projects designated for real property facilities in the geographic area of the Y-12 Facility, Oak Ridge, TN. Projects will principally be proposal/build type from already completed designs, and projects specified by a Statement of Work. However, offerings may include some design/build projects.

1.1.1 PROJECT CATEGORIES

Work performed under these Multi-Discipline Contracts will be of the following five general project categories:

- 1.1.1.1 Construction, repair and alteration of various facilities.
- 1.1.1.2 Construction, repairs and alteration of Electrical Systems (ES)
- 1.1.1.3 Construction, repair and alteration of Mechanical Systems (e.g. HVAC systems, and controls.)
- 1.1.1.4 Concrete and/or Asphalt Paving.
- 1.1.1.5 Demolition of facilities when required

1.1.2 CONTRACT DURATION, LIMITS, AND AMOUNTS

The solicitation will have awards from small business set-aside competition. The government intends to award three (3) to five (5) contracts with a pool of \$42,000,000 capacity. Each of the resulting contracts will be seven years or a pool of \$42,000,000, whichever comes first. The Minimum and Maximum values for a single Task Order are expected to range between \$20,000 to \$5,000,000 respectively. The minimum guaranteed contract amount to each awardee is \$20,000.00.

1.1.3 TASK ORDERS

General: As requirements develop, Task Orders will be competed among the MATOC awardees, or negotiated on a sole source basis as described in Section 00800. The basic contract will be administered (e.g. issuing modifications, etc.) by the DOE, NNSA Y-12 Site Office, Oak Ridge, TN. Requests for Proposals will be issued through the Nashville District Corps of Engineers Contracting Office, Nashville, TN 37202. Individual Task Orders will be awarded and administered by the DOE, NNSA Y-12 Site Office Contracting Officer (CO). A Nashville District Corps of Engineers employee will be designated as a Contracting Officer’s Representative (COR) in order to perform construction oversight on the task orders. Construction performance requirements will be specified for each

project in the Task Order Request for Proposal. MATOC Awardees will compete for Task Orders among themselves. The majority of all Task Orders shall be awarded based on competitive proposals received in response to the agency request for proposal.

1.2 NOTICE OF PRE-PROPOSAL CONFERENCE

1.2.1 CONFERENCE DATE & TIME A pre-proposal conference is scheduled to be conducted on 3 June 2004, at the Y-12 Facility, Oak Ridge, TN. Attendance is mandatory. Attendance is limited to no more than two attendees and could be one depending on the number of contractors responding. A final determination of the number of attendees can not be made until the day of the conference. Subcontractor representatives attending would be the second for the allowable two attendees. Exact time, location, and other details can be obtained from the contacts below who will schedule attendance. Attendance scheduling is required through Mike Lee at 865-576-3482, Dave Blakey at 865-576-0728, or Joe Johnston at 865-241-6497 prior to arrival at the conference. Proof of citizenship is required to acquire a pass for the conference. A birth certificate or passport can be used as proof of citizenship. The form, Request for Y-12 National Security Complex Access and Badge, is attached at the end of this section for use in acquiring an access badge. The purpose of this conference will be to brief the proposal requirements, work environment requirements, and answer questions regarding this solicitation. Interested Contractors are required to attend this pre-proposal conference and arrive at 0700 to allow time for processing access badges.

1.2.2. QUESTIONS PRIOR TO CONFERENCE Offerors are requested to submit questions for the conference to the point of contact noted above not later than 3 calendar days prior to conference. 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 acknowledgment and receipt of solicitation amendments shall apply.

1.2.3. CONFERENCE MINUTES Record of the conference shall be made available to all prospective offerors, if requested. The record will include minutes of the meeting, including questions and answers.

1.3. DISPOSITION OF UNSUCCESSFUL PROPOSALS AND EXTRA SUCCESSFUL PROPOSALS In compliance with FAR Subpart 4.8 the Government will retain one copy of all proposals. The Government will destroy extra copies of proposals. No destruction certificate will be provided.

1.4. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS

1.4.1 CLARIFICATIONS Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, for proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer. All questions and requests for information (RFI) must be received NOT LATER THAN 7 June 2004. Any interpretations made will be in the form of an amendment of the solicitation, drawings, specifications, etc., and will be furnished to all prospective offerors via posting to our web site at <http://www.lrn.usace.army.mil/contracting>. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective offerors via the web site.

1.4.2 INSTRUCTIONS - CLARIFICATION REQUESTS Any such requests for clarifications, discussions, and information concerning this solicitation must be submitted in writing (either, fax or by email) email is preferred, to the contracting office at the address below:

Contracting Office
Beryl C. Newsome, Contract Specialist
Reference No. W912P5-04-R-0012
FAX: (615) 736-7912
Email: Beryl.C.Neusome@usace.army.mil

1.4.3 REQUEST FOR PROPOSAL WEBSITE All information relating to this RFP, including pertinent changes/amendments and information will be posted on the following website at <http://www.lrn.usace.army.mil/contracting>

1.5. AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS The right is reserved, as the interest of the Government may require, to revise or amend, the specifications or drawings or both prior to and/or after the date set for receipt of proposals as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted on the following website: <http://www.lrn.usace.army.mil/contracting>. Though every effort will be made to provide email notification when a change is posted such notification is NOT guaranteed and should not be expected. Offerors are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information.

1.6. HAND CARRIED PROPOSALS/INVITATIONS A bid repository is provided for hand carried proposals and is located at Contracting Division, Room A604, Federal Building Annex (Ninth Avenue entrance), 110 Ninth Avenue, Nashville, TN 37203. Hand carried proposals must be deposited in the repository prior to the time established for receipt of proposals.

1.7. WAGE DETERMINATION Davis Bacon Wage Rates are applicable to the prototypical project. Current prevailing wage determination at time of issuance of solicitation is Department of Labor General Decision TN030001 dated 03/12/2004, Building. In the event the current prevailing Wage Determination is changed by the Department of Labor prior to award of this contract the updated Wage Determination will be incorporated by amendment and issued to offerors considered to be in the competitive range. If applicable, these offerors will be given an opportunity to provide revised proposals solely to adjust prices due to Wage Determination changes. Applicable wage rates can be found at: <http://www.access.gpo.gov/davisbacon/index.html>. Each task order shall include wage rates applicable to that specific project.

1.8. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS This RFP does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

1.9. PROPOSAL ACCEPTABILITY Offerors are cautioned to strictly comply with all instructions within this 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 eliminated from consideration for award. The offeror is hereby advised that his proposal is presumed to represent his best and final offer in response to this solicitation

1.10 NOTICE OF LIQUIDATED DAMAGES (Ref Contract Clause No. FAR 52.211-12) A liquidated damages clause is set forth in this solicitation in the amount of (to be determined with each Task/Delivery Order) for each day of delay.

SECTION 00110
SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. GENERAL INSTRUCTIONS

1.1 PROPOSAL PREPARATION INSTRUCTIONS

1.1.1 GENERAL 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. All solicitation amendments must be acknowledged in accordance with Section 00100, FAR Clause 52.215-1, and Instructions to Offerors.

1.1.2 COMPLY WITH INSTRUCTIONS Offerors are cautioned to strictly comply with all instructions within this 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.

1.1.3 SUBMISSION OF INFORMATION After compiling all required information, submit the information in accordance with the "Proposal Due Date Schedule" paragraph and return the original and specified number of copies to the issuing office listed in Block 7 of the SF1442. Mark the front of the envelope/box with the following: "PROPOSAL No. W912P5-04-R-0012, DO NOT OPEN--- Competitive Acquisition"

1.2 PROPOSAL CONTENT

Prospective offerors shall submit: Part 1: Price Proposal in original and one (1) copy, except as noted, in accordance with instruction contained herein. Part 2: Past/Present Performance information in original and one (1) copy. Part 3: Technical Proposals in original and one (1) copy.

1.2.1 PART 1 constitutes the offer/proposal and includes the following:

1.2.1.1 Section 00010 - "Offeror" portion of the Standard Form 1442.

1.2.1.2 Exhibit A – Insert the price/cost associated with the prototypical project on the Prototypical Proposal Offer Schedule provided in Exhibit A

NOTE - Failure to complete the line item price on the Prototypical Proposal Offer Schedule will result in the proposal being found non-responsive, rejected and eliminated from further consideration for award of a MATOC.

1.2.1.3 Section 00600 – Insert the required certifications and representations.

1.2.2 PART 2 is obtained for evaluation purposes of past and present performance and includes Past Performance References, provided in format shown in Exhibit C; Contractor's Performance Self-Assessment responses, Exhibit A; Subcontractor Consent forms, Exhibit B; and any discussion and or additional information, awards, letters etc. concerning past/present performance the contractor includes.

1.2.3 PART 3 is obtained for evaluation purposes of technical capability. Contractors are cautioned to carefully review the proposal requirements for this Volume.

1.3. PROPOSAL DUE DATE SCHEDULE Parts 1, 2 and 3 are due by the date and time set for the receipt of proposals shown in Block 13 of the SF 1442 and as shown below. In the event this date is extended the due dates for Parts 1, 2 and 3 are also extended. Offerors failing to submit all three (3) parts by the date and time specified may be found non-responsive and removed from further consideration for award.

DESCRIPTION	DUE DATE/TIME	
a. Part 1 Price	23 June 2004	at 3:30 PM
b. Part 2 Past Performance	23 June 2004	at 3:30 PM
c. Part 3 Technical Proposal	23 June 2004	at 3:30 PM

1.4. PROPOSAL FORMAT

1.4.1 **PURPOSE** These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will enable the Government to easily understand and perform a thorough and fair evaluation.

1.4.2 **SUBMITTAL OF INFORMATION** Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal will become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

1.4.3 **PAGE LIMITS** Proposal Parts 2 and 3 shall not exceed the page limits stated. If the page limit is exceeded, the pages in excess of the limit shall be unread.

1.4.4 **PAGE LIMIT INCLUDES** All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. except as noted in the instructions. Type size will not be smaller than Microsoft Word Times New Roman 12 point font, normal proportional spacing. Text lines will be single-spaced.

1.4.5 **BINDING** Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the offeror's name, Part number, RFP number, RFP title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

1.4.6 **INDEXING** Each volume will contain a "Table of Contents" for that volume. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate. Table of Contents and Tab indexes do not count toward page limitation.

1.4.7 **GOVERNMENT REQUEST FOR ADDITIONAL INFORMATION** Offeror may, at the discretion of the Government, be asked to provide more information and clarification regarding their proposals. Requests for such information do not constitute discussions.

1.4.8 **RESPONSIBILITY FOR VALIDITY OF INFORMATION** The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the fact and conditions were not as stated, the proposal may be rejected.

2.0 PROPOSAL VOLUME CONTENTS

2.1 **PART 1, PRICE/COST INFORMATION** Offerors shall provide all price/cost information necessary to provide a meaningful basis for government's analysis and evaluation of price/cost for the project set forth in Section 00120 of this solicitation. The Government is not and does not intend on requesting certified cost or pricing data. Offerors may be required, during the evaluation process to provide sufficient price/cost information that will enable the

Government to perform an evaluation in accordance with Section 00010. If an offeror proposes an unusually low price, the offeror should also provide rationale to justify the price. Detailed requirements follow:

2.1.1 OFFER AND SECTION 00010 – Complete in its entirety the “Offeror” portion of the Standard Form (SF) 1442 and SF 1442 back. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

2.1.2 Section 00010– Insert the price/cost associated with the prototypical project on the Prototypical Proposal Offer Schedule provided in Section 00010 NOTE - Failure to complete the line item price on the Prototypical Proposal Offer Schedule will result in the proposal being found non-responsive, rejected and eliminated from further consideration for award of a MATOC.

2.1.3 REPRESENTATIONS AND CERTIFICATIONS – SECTION 00600 - insert the required certifications and representations.

2.2 PART 2, PAST PERFORMANCE INFORMATION Limit this section to a maximum of 15 pages. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated. Failure to provide complete past/present performance information with proposals at the time and date required may render an offeror’s proposal non-responsive and ineligible for award. Do not include price or pricing information in this section.

2.2.1 PERFORMANCE AND SELF ASSESSMENT QUESTIONNAIRE FORMAT Offerors shall discuss in narrative format their performance using the Performance Self Assessment Questionnaire format, for a minimum of three (3) maximum of five (5) contracts. Offerors are to provide information to demonstrate a history of performance that demonstrates construction experience in performing work that is similar in scope, size, and complexity to that category of projects selected in these contracts. This information shall address relevant contracts held within the last three years. Offerors shall explain what aspects of the contract are deemed relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in the part. Offerors should consider the currency and relevancy of the past performance information. Current performance may have greater impact than older performance. In determining relevancy to the solicitation requirement, offerors should provide references for projects for which the construction methods employed and the complexity of the project and the location of the work were similar to those entailed for the proposed effort. Offerors should also consider the similarity of the location at which work was performed to the location(s) at which work will be performed under the proposed contract. Offerors may include with their proposal, information on problems encountered on the identified contracts and the offeror’s corrective actions. Include construction awards, customer letters of commendation, etc., with current points of contact and telephone numbers.

Include information on major subcontractors utilized and their relationship, if any, to the execution of projects should a contract be awarded to your firm. Each major subcontractor/Teaming Partner must also complete the “Subcontractor Consent Form” included at Exhibit C. Specify by name any key individual(s) who participated in the contract being discussed who are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

Also, describe your Compliance with Small Business Concerns Requirements - Compliance with Utilization of Small Business Concerns clause requirements (applicable to all offerors).

2.2.2. USE OF REFERENCE IDENTIFICATION FORMS Offerors shall identify in Part 2 the following on separate “Reference Identification Forms”, Exhibit C, ALL businesses and Federal, State or Local Government agencies for whom the offeror has been awarded a contract during the past three (3) years for the period beginning 3 years back from the solicitation release date. If an offeror has more than 10 awarded contracts during the past 3-year period, then identify only 10 consecutive awarded contracts. ALSO, include a “Subcontract Consent Form”, Exhibit C sheet for each contract discussed in accordance with paragraph 2.2.1. The Exhibit B sheets, do not count toward the volume page count. If the offeror does not have government references, the offeror should provide references from private industry sources that are not prohibited from furnishing information to the Government. The information must provide a point of contact at each of these agencies or business organizations.

2.2.3 OTHER PAST PERFORMANCE INFORMATION – REQUIRED -Provide interstate experience modifier rate (EMR) from offeror’s insurance company for the current year, plus last three years. (2). Include similar data for electrical, and other major subcontractors being proposed. (3) Provide Incident Rate (IR) for offeror and the electrical subcontractor. (3). Include similar data for other major subcontractors being considered where safety is a concern. Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), shall explain reason for high ratings.

2.2.4 OTHER PAST PERFORMANCE INFORMATION – REQUIRED - Provide a list of major subcontractors you intend on using if awarded a MATOC contract. Include the company name, POC, and contact telephone number. Include “Subcontractor Consent Form”, Exhibit C, for subcontractors/Team Partners. Written references for major subcontractors should be included and are encouraged, but not required. The Government reserves the right to request reference contact information for subcontractors as necessary to complete the evaluations. Such information if obtained, shall be considered clarifications and not discussions.

2.2.5 OTHER PAST PERFORMANCE INFORMATION (OPTIONAL) Offerors are encouraged to include in the evaluation process:

2.2.5.1 Effectiveness of value engineering (VEC) proposals (Provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC).

2.2.5.2 Professional/Industry awards (Identify award type, date of award and copy of certificate if applicable).

2.2.5.3 Letters of appreciation, recognition or commendations, etc., received on behalf of a customer may be submitted. The Government will consider up to five (5) such documents.

2.2.5.3.1 It is suggested that if available, the contractor submit copies of letters of recommendations that relate to design-build projects completed within the prior three-year period.

2.2.5.3.2 The information, if provided, shall be limited to the period starting 5 years prior to the solicitation release date.

2.2.5.4 Unique skills and accomplishments (Explain unique skills and/or accomplishments and provide supporting information for verification).

2.2.6 INSTRUCTION FOR LACK OF PAST PERFORMANCE EXPERIENCE Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this acquisition. Offerors without design/build experience, should use this section to provide information on A&E firms with whom they have a relationship for possible future subcontracts. In this case, offerors shall provide relevant information to allow Government evaluators to conduct a Past/Present Performance evaluation on the predecessor companies, key personnel and/or subcontractors. Such information shall, as a minimum, include:

2.2.6.1 Name(s) of Predecessor Company/Subcontractor and/or Key Personnel and include:

Complete Address

Telephone, Fax Number and email address

Brief synopsis of the experience (a resume may be submitted for "Key Personnel") and relevancy to this project.

2.2.6.2 Provide three (3) references for each Predecessor Company, Subcontractor or Key Personnel and include for each reference the same information required in paragraph 2.2.2, Exhibit C. Clearly identify the contractor/individual for whom the reference information concerns. Include “Subcontractor Consent Form”, Exhibit B, for subcontractors/team partners. The Exhibits B and C sheets do not count toward the volume page count.

2.2.7 SOURCES OF DATA FOR EVALUATION Offerors are advised that the Government may use all data provided by the offeror in this part and data obtained from other sources, to include but not limited to government-wide databases, in the development of performance confidence assessments. Past performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The government may contact references provided by the offeror, as well as any other source it identifies, and information received may be used in the evaluation of the offeror's past performance. While the government may elect to consider data obtained from other sources, the burden of providing current, accurate and complete past performance information rests with the offeror.

2.3 PART 3, TECHNICAL INFORMATION Limit this volume, exclusive of Project Schedule and Quality Control and or Safety Plans to a maximum of 25 pages only. Pages in excess of this maximum limit shall be removed from the proposal and will not be evaluated for award. Failure to provide complete technical data with proposals may render an offeror's proposal non-responsive and ineligible for award. The technical proposal shall be prepared in accordance with the instruction give in this section and will be evaluated in accordance with the evaluation criteria listed in Section 00120, Proposal Evaluation and Contract Award. Technical Proposals shall not include price or pricing information.

2.3.1 GENERAL INSTRUCTIONS The proposal narrative should include necessary information regarding the offeror's ability to perform complete project management of required construction services. Project management plan includes the full spectrum of activities such as, limited architect and engineering design, estimating, proposal preparation, subcontract purchasing and management, work scoping and planning, construction superintendent duties, quality controls and safety. Additional clarification of these requirements is to be inferred from information contained in the description of content of each section of the technical proposal discussed below as well as the evaluation factors for award identified in Section 00120.

2.3.1.1 The technical proposal shall be submitted in accordance with the instruction contained herein. In no case shall statements such as "we comply with the requirements of the contract" or its equivalent is acceptable to meet the requirements of this request for proposal.

2.3.1.2 To assure that information is properly presented and to aid the Government in the evaluation process, offerors are requested to present their technical proposal information in the following order: (1) Specialized Experience; (2) Organization; (3)Specific Personnel; (4) Scheduling Methodology; (5) Quality Control and Safety; and (6) Design Build Experience and Design Build Team Experience. Each item should include a narrative and be covered in sufficient detail to clearly address required information. This should preclude the return of an incomplete proposal or the rejection of a proposal due to items not addressed.

2.3.2 SPECIALIZED EXPERIENCE In order for the Government to evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage multi-disciplined construction projects, which are comparable to the work requirements of this solicitation, offerors are required to provide relevant experience data. This information shall address all relevant contracts held within the last three years. These contracts may be either commercial or Government and should have been for the management of multi-discipline/multi-project construction efforts. Include information on major subcontractors utilized and their relationship, if any, to the execution of projects should a contract be awarded to your firm.

2.3.3 ORGANIZATION Provide an organization chart that demonstrates your ability to manage multiple projects at the same time without significant difficulty. Discuss your organization and as a minimum indicate number of personnel and discuss the duties of proposed technical staff. Offerors should specify criteria (skill levels, experience, and background) for personnel in these positions. Provide a description of Quality Control Staff, to include lines of accountability. Describe functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, quality control, estimating, scheduling, and subcontract purchasing and administration. In addition, clearly define support and interface with home office or corporate headquarters for such aspects as financial, management and technical support, if applicable. Describe how your firm will be capable of responding to Government requirements and emergency response requirements specified in contract.

2.3.4 SPECIFIC PERSONNEL Provide resumes for proposed personnel, to include background, education, and experience for project management; site superintendence; quality control; estimating; scheduling; and safety. Personnel shall meet experience qualifications included in the special contract requirements or specifications, as applicable. Provide a list of major subcontractors who will be utilized throughout the life of the contract. State the length of time and past relationship you have with proposed subcontractors. Provide resumes for key personnel of proposed major subcontractors. Provide letters of intent for personnel not currently on staff, and major subcontractors, who are being hired for this effort.

2.3.5 SCHEDULING METHODOLOGY Describe your scheduling technique and project planning methodology. Describe scheduling method(s) so as to develop a logical and realistic progress schedule. Identify automated scheduling systems you have or will use and/or intend to use on this contract. Describe your understanding of restrictions that must be considered in the schedule, events associated with coordinating design submittals and incorporating review comments (design-build only). Describe your capabilities to schedule the complete project to ensure the work is completed within the contract duration.

2.3.6 QUALITY CONTROL AND SAFETY

2.3.6.1 Planned Quality Control (QC) Activities: Provide a discussion of planned Quality Control activities to meet the requirements of the contract. (Reference Sections 00800 and/or 01451). This discussion should be broad enough to address all aspects of quality control including, but not limited to, responsibility for surveillance of work, acceptance, rejection, documentation, and resolution of deficiencies, trend analysis and corrective action, quality control processes, and interface with Government inspectors. Offerors may provide proposed Quality Control Plan. (This will not count towards the page limit of your proposal). (Insert the Quality Control Plan after the Design Build Section, if applicable).

2.3.6.2 Planned Safety Activities: Discuss your overall Safety program, including training and documentation. Demonstrate familiarity with, and adherence to, OSHA standards, USACOE EM 385-1-1 (Safety Manual) and standard Tennessee OSHA safety requirements. Describe steps that promoted safety during construction within last three years. Offerors may provide proposed Safety Plan. (Insert the Safety Plan after the Quality Control Plan, if applicable).

2.3.6.3 Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), shall explain how they intend to maintain an accident free worksite.

2.3.7 DESIGN BUILD This section includes both Design Build Experience and Design Build Team Experience.

2.3.7.1 Design Build Experience. In order for the Government to evaluate the quality and extent of related design-build experience, offerors are required to provide relevant experience data. This information shall address design-build contracts held within the last five years. Identify the number of contracts performed, contract period, description of work performed, project scope, and dollar value. These contracts may be either commercial or Government. In addition to the proposing contractor, also submit the Names(s) of A&E firm(s) you will be utilizing and discuss their experience with design build projects. Experience should address experience in the management of multi-discipline/multi-project design-build efforts.

2.3.7.2 Design-Build Team Experience. In order for the Government to evaluate the quality and extent of your recent design-build team experience, to determine if it is comparable to the design-build work requirements of this solicitation, offerors are required to provide relevant design-build team experience data. Design build team is comprised of contractor, contractor personnel, proposed A&E firms, and major subcontractors to be utilized in these efforts. This information shall address design-build contracts the team has held within the last three years. Identify the number of contracts performed, contract period, team members, (are they still with your firm?), description of work performed, and dollar value. These contracts may be either commercial or Government and should have been for the management of multi-discipline/multi-project construction efforts.

SECTION 00120 PROPOSAL EVALUATION AND BASIS FOR AWARD

1.1 GENERAL INFORMATION

1.1.1 **GENERAL** This solicitation is for multiple award indefinite delivery, indefinite quantity (IDIQ) Task Order Contracts (MATOC). The government intends to award contracts three (3) to five (5) qualified offerors deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposals conform to the RFP's requirements and are judged to represent the Best Value to the Government. The Best Value is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a high-rated, higher-priced offeror where the Contracting Officer determines that the past/present performance and technical capability of the higher-priced offeror outweighs the price difference. To arrive at a Best Value decision, the Contracting Officer will integrate the evaluation of past/present performance, technical and price, with Past/present Performance and Technical significantly more important than price. While the Government and the Contracting Officer will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

1.1.2 **BASIS FOR AWARD** The source selection process will be conducted in accordance with FAR Part 15.3, source selection procedures. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award." Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical and/or cost performance and may be grounds to eliminate the proposal from consideration for contract award.

1.1.3 **IMPORTANCE OF COMPLETE PROPOSAL** The Contracting Officer will conduct proposal compliance review after closing for determination of adequacy prior to providing the proposals to the board. Failure to submit a complete proposal offer may result in the proposal being found non-responsive, rejected and eliminated from further consideration for award.

1.1.4 **PLACEMENT OF PRICING INFORMATION** Offerors must ensure that no pricing information is displayed in Parts 2 and 3, Past Performance and Technical Proposals. However, this restriction does not preclude the offeror from describing cost comparison data or staffing levels relevant to the offeror's proposal.

1.1.5 **USE OF PAST PERFORMANCE INFORMATION** Although the assessment of past performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, past performance information obtained herein may be used during the Government's responsibility determination.

1.1.6 **DISCUSSIONS** The Government intends to evaluate proposals and award contracts 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 approach. 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.

1.1.7 **PRECEDENCE OF SUBMITTED INFORMATION** Offerors are cautioned that all information provided, regardless of the format, i.e. written proposal, responses to notices, discussions, etc. shall be considered as proposal information, and unless specifically excepted, used in the proposal evaluation process. When information provided enhances or contradicts previously provided proposal information, the latest information received will take precedence, regardless of format in which the information was received.

1.1.8 **ENFORCEABILITY OF PROPOSAL** The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, plans, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

1.1.9 GOVERNMENT RIGHT OF REJECTION The Government reserves the right to reject any or all offers if such action is in the Government's best interest.

2.1 EVALUATION FACTORS

2.1.1. GENERAL Evaluation factors of past performance and technical considerations, when combined, are significantly more important than cost or price. The evaluation process is as follows:

2.1.1.1 The Government will evaluate an offeror's Present/Past Performance using descriptive adjectives that most accurately define the offeror's performance risk considering each sub-factor identified in this section

2.1.1.2 The Government will evaluate an offeror's technical proposal using a color rating that combines technical merit and proposal risk.

2.1.2.3 The Government will evaluate the reasonableness and realism of the total proposed price for the prototypical project.

2.1.1.4 The following process will be used to determine the best value for selection of the MATOC basic contract awards: The color rating and risk assessment of the Technical factor and Present/Past Performance, will be evaluated in conjunction with the price proposed for the Prototypical Task Order. To arrive at a Best Value decision, the Source Selection Authority will integrate the evaluation of past/present performance, technical, and price, with Past/Present Performance and Technical significantly more important than price. The firms that represent the best value to the government will be selected for award of a MATOC basic contract.

2.1.1.5 The Government intends to evaluate proposals and award the contracts 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. Do not assume you will have the opportunity to clarify, discuss or revise your proposal.

2.1.1.6 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.

2.1.1.7 The Government reserves the right to reject any or all proposals at any time prior to award; negotiate with any or all offerors; award a contract to other than the offeror submitting the lowest price(s) or highest technically rated; and award contracts to offerors submitting a proposal determined by the Government to be the most advantageous (best value) to the Government.

2.1.2 PAST/PRESENT PERFORMANCE EVALUATION

2.1.2.1. The Past Performance proposal is limited to 15 pages, exclusive of Subcontractor Consent Forms and Reference Identification Forms. Pages in excess of this number will be removed during the compliance review, reference Section 00120 paragraph 1.1.3, and will not be evaluated. The government will conduct a performance risk assessment based upon the past/present performance of the offeror as it relates to the probability of successful accomplishment of the work required by the solicitation. The evaluation will consider an offeror's business practices, customer relationship, and ability to successfully perform as proposed. The evaluation will consider the offeror's past/present performance considering currency, relevancy, sources, context, and trends to include but not limited to :

- 2.1.2.1.1 Offeror's business practices
- 2.1.2.1.2 Customer relationship
- 2.1.2.1.3 Ability to successfully perform
- 2.1.2.1.4 Quality- Management and Workmanship

2.1.2.1.5 Timeliness and adherence to schedule

2.1.2.1.6 Specification compliance

2.1.2.1.7 Safety

2.1.2.1.7.1 Acceptable interstate experience modifier rate (EMR) from insurance company for the current year, plus last three years

2.1.2.1.7.2 Adequacy of Incident Rate (IR) from insurance company for the current year, plus last three years. Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), explained reasons for rates

2.1.2.1.8 Overall customer satisfaction.

2.1.2.1.9 (Design-Build) - degree of success from the owner's standpoint.

2.1.2.2 In conducting the performance risk assessment, the government may use data provided by the offeror, and data obtained from other sources. The evaluator may: evaluate present and past performance information through the use of questionnaires completed by the offeror's references; use data independently obtained from other government or commercial sources, including, but not limited to government databases; rely upon personal business experience with the offeror; and the information provided in the Offeror's Past Performance Self Assessment Questionnaire. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts. The evaluation may take into account present/past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. Past/present performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The government may contact references and contact parties other than those identified by the offeror, and information received may be used in the evaluation of the offeror's past/present performance. While the government may elect to consider data obtained from other sources, the burden of providing current accurate and complete past/present performance information rests with the offeror. The Government reserves the rights to obtain and evaluate past/present performance information from any source it deems appropriate.

2.1.2.3 An offeror with no past performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors. These ratings may have the same weight as the ratings of the proposing company. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as "neutral". However, the proposal of an offeror with no relevant past/present performance history, while rated neutral in past/present performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other offerors. Offerors without previous Government contracts shall be rated neutral in the area of compliance with small business concerns requirements.

2.1.2.4 Currency, Relevancy, Trends: The Government will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation. For the purpose of this solicitation, currency is performance occurring within the last three (3) years ending with the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. In assessing relevancy, the Government may evaluate an offeror's references for similarity of the construction methods provided, scope of contract and location of work. Relevancy will be evaluated based on successful performance in the construction.

2.1.2.5. In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond, or to resolve minor clerical errors.

2.1.2.6. In the evaluation of Past Performance, the evaluator will use the following adjectives and related definitions to define the performance risk the contractor poses:

PAST/PRESENT PERFORMANCE RATINGS

Very Low Risk	Offeror's past/present performance record provides essentially no doubt that the offeror will successfully perform the required effort.
Low Risk	Offeror's past/present performance record provides little doubt that the offeror will successfully perform the required effort.
Moderate Risk	Offeror's past/present performance record provides some doubt that the offeror will successfully perform the required effort.
High Risk	Offeror's past/present performance record provides substantial doubt that the offeror will successfully perform the required effort.
Unknown Risk	The offeror has no relevant past/present performance record. A through search was unable to identify any past/present performance information

2.1.3 TECHNICAL PROPOSAL EVALUATION

2.1.3.1 General. The technical proposal must include necessary information to enable evaluators to form a concrete conclusion of the offeror's ability to perform complete project management of multi-disciplined construction projects. The evaluation of each technical proposal will evaluate and measure the ability of the offeror to effectively manage multi-discipline construction projects, provided in response to the submission requirements specified in the Request for Proposal (RFP). The evaluation will be divided into six (6) general areas, with in-depth examinations made of each. Each of the six (6) areas listed below are of equal importance and are applicable to all offers

1. Specialized Experience
2. Organization
3. Specific Personnel
4. Scheduling Methodology
5. Quality Control and Safety Activities
6. Design Build (Design Build Experience & Design Build Team Experience)

2.1.3.2 Specialized Experience. The Government will evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage multi-disciplined construction projects, which is comparable to the work requirements of this solicitation. To meet the requirements of the RFP the proposal must demonstrate that the contractor has experience with management of construction projects that require multi-discipline skills to perform.

2.1.3.3. Organization. – The Government will evaluate the offeror's overall organization, organization chart, as well as number of personnel and the duties of proposed technical staff to determine if offeror has the ability to manage multiple projects without significant difficulty. The narrative must adequately address functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, quality control, and subcontract purchasing and administration. The specific criterion proposed (skill levels, experience, and background) for personnel, if adequate, is an indicator of an acceptable organization. If applicable, the support and interface with home office or corporate headquarters for such aspects as financial, management and technical support are adequately defined. Narrative includes a reasonable description of how the offeror plans on complying with the contract's response requirements.

2.1.3.4. Specific Personnel. – The Government will evaluate the offeror's proposed personnel for the following functions: Project Management, site superintendence, quality control, estimating, scheduling, and safety, as well as

the list of major subcontractors who will be utilized throughout the life of the contract. A resume for each proposed personnel to include background, education, and experience is provided and indicates acceptable experience. Personnel meet experience qualifications included in the special contract requirements or specifications, as applicable. Letters of intent are provided where required. The contractor's proposed subcontractors are verifiable, and narrative indicates a good professional relationship with multi-discipline subcontractors.

2.1.3.5. Scheduling Methodology. – The government will evaluate the scheduling methodology to determine if they have scheduling processes that ensure completion and control of the project from beginning to the end of the project. Contractor demonstrates an understanding of the scheduling requirements of the RFP, as stated in Section 01001. Contractor demonstrates an understanding of the limitations of a schedule as well as an understanding that an appropriate schedule will result in successful completion of projects.

2.1.3.6. Quality Control and Safety Activities

2.1.3.6.1. The government will evaluate the proposed quality control activities for compliance with the requirements of the contract Section 01451. The contractor's quality control discussion details the contractor's policy with regard to QC and how the contractor intends to achieve this standard. QC discussion provides a detailed explanation of how quality issues are dealt with on various types of construction projects. (Note: The proposed Quality Control Plan if provided will be evaluated).

2.1.3.6.2. The government will evaluate the proposed safety program, including, but not limited to training and documentation. Contractor demonstrates familiarity with, and adherence to, OSHA standards, USACOE EM 385-1-1 (Safety Manual) and standard Tennessee OSHA safety requirements. Discussion includes steps that promoted safety during construction within last three years. (Note: The proposed Safety Plan (if provided) will be evaluated). Contractors (at any tier) having an EMR greater than 1.2 (20% insurance premium) and/or an incident rate higher than 5.0 (5 lost time accidents per 200,000 hours worked), provided a reasonable explanation of how they intend to maintain an accident free worksite.

2.1.3.7. Design-Build

2.1.3.7.1 Design-Build Experience - The Government will evaluate the proposal to determine if it demonstrates that the offeror and proposed A&E's and major subcontractors have sufficient backgrounds in the design build process capable of meeting the contract scope requirements for design-build projects.

2.1.3.7.2. Design-Build Team Experience - The Government will evaluate the proposal to determine if the offeror indicates its ability to assemble a team of contractors, designers, estimators and other personnel necessary to perform design-build projects as well as the extent of their experience with these teams.

2.1.3.8 Offerors assigned the same performance rating (e.g., "Blue ") for each sub-factor will receive the same performance rating at the Factor level (i.e., the "overall" technical rating inclusive of all sub-factors). Offerors receiving different performance ratings at the sub-factor level will be assigned an overall technical rating based on the subjective judgment of the government evaluators. However, an offeror receiving at least one "RED" sub-factor rating may receive an "overall" rating of "RED".

TECHNICAL EVALUATION FACTORS

<u>Color Rating</u>	<u>Evaluation Criteria</u>
Blue	Proposal meets all solicitation requirements, demonstrates an excellent understanding of the requirements and has salient features that offer significant advantage to the Government. Excellent in all respects. Advantages/strengths not offset by disadvantages/weaknesses. Very good probability of success with overall low degree of risk in meeting government requirements.
Green	Proposal meets solicitation requirements and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic RFP requirements. Where there were areas of concern, clarifications given by contractor were acceptable. Disadvantages/weaknesses are not significant. Good probability of success with overall low to moderate degree of risk in meeting the government requirements.
Orange	Proposal meets some but not all the RFP requirements, but offers disadvantages (weaknesses) outweighing other advantages (strengths). Examples: little or no experience cited; weak proposal; mimics RFP language rather than expressing offeror's approach or understanding of the RFP. Probability of success considered less than full confidence (high risk)
Yellow	Proposal meets some but not all the RFP requirements. Proposal does not address all required RFP criteria; little or no experience to the extent that Overall quality cannot be determined because of errors, omissions or deficiencies that may be capable of being corrected without a major rewrite or revision of proposal. Probability of success is questionable without further explanation by offeror. (unacceptable risk).
Red	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations. Proposal contains major errors, omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission. There is an unacceptably high degree of risk in meeting the government's requirements

2.1.4 PRICE EVALUATION The purpose of the price/cost evaluation is to provide an assessment of the reasonableness and realism of the proposed price/cost in relation to the solicitation requirements. Proposals will be evaluated in the following manner.

2.1.4.1. The Government evaluation team will conduct a price/cost evaluation of each offeror's Prototypical Price proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness" and "Realism". If the proposed price is determined to be reasonable and realistic a GO rating will be given, if found to be unreasonable, a NO GO rating will be assigned to the price evaluation factor. Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from the competitive range unless the Contracting Officer determines.

2.1.4.1.1 A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or.

2.1.4.1.2 The Contracting Officer determines discussions are required

2.1.4.2 Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a)(1) and (4). For cost (Price) to be reasonable, it must represent a cost (Price) that provides best value to the Government when consideration is given to prices in the market, technical and functional capabilities of the offeror.

2.1.4.3 Realism is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (Price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches or conditions are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price realism rests solely with the offeror.

2.1.5 PROPOSALS CONSIDERED UNACCEPTABLE

2.1.5.1 Reasons why a proposal may be found unacceptable by the Contracting Officer include but are not limited to:

2.1.5.2 Failure to provide adequate information in technical and price proposals as specified.

2.1.5.3 Failure to achieve a rating above RED for any or all of the technical areas,

2.1.7 DEBRIEFINGS

2.1.7.1 Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.

2.1.7.2 After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506.

2.1.7.3 Debriefings will furnish the basis for the selection decision. Debriefing information will include the Government's evaluation of the strong and weak or deficient factors in the Offeror's proposal; however, item-by-item comparisons with other offerors' proposals will not be made. Debriefings will not reveal the relative merits or technical standing of competitors or the evaluation results of competitors. Moreover, debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

3.0 CONTRACT AWARD

3.1 MATOC CONTRACTS shall be awarded to responsible offerors whose offer conforming to the solicitation will be considered to be advantageous to the Government based upon the evaluation factors contained in this solicitation.

3.1.1 GOVERNMENT RIGHT TO WAIVER The Government reserves the right to waive informalities and minor irregularities in offers received. If a minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process.

3.1.2 NEGOTIATIONS/DISCUSSIONS The Government may award contracts based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint. The Government may accept within the time specified therein, any offer

whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award.

3.2 PROTOTYPICAL PROJECT The prototypical project of this solicitation may be awarded, within the acceptance period specified in this solicitation as a task order(s) against this awarded MATOC contract, at the sole discretion of the contracting officer, and subject to availability of funds without further discussion. In the event the government elects to award the prototypical project, award of the prototypical project will be made to the contractor awarded a MATOC who provides the best value to the Government.

3.3 PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS Any proposed (a) key personnel, (b) minimum qualifications for 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.

3.4 AWARD A written award, or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

FORM Y-12 "REQUEST FOR Y-12 NATIONAL SECURITY COMPLEX ACCESS AND BADGE" IN INCLUDED AS AN ATTACHMENT.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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 Firm-Fixed-Price Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of clause)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
6.2%	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 National Nuclear Security Administration, Y-12 Facility, Anderson County, Oak Ridge, TN.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

William W. Wistrom
Contracting Officer
NNSA, Y-12 Site Office
P. O. Box 2050
Bldg. 9106, MS8024
Oak Ridge, TN 37831

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

(End of provision)

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

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

(b) An organized site visit has been scheduled for 3 June 2004 at the Y-12 Facility in Oak Ridge, TN. Time of arrival is 0700 (7:00 AM). Contact Mike Lee at 865-576-3482, Mike Blakey at 865-576-0728, or Joe Johnston at 865-241-6497 to make arrangements to attend. Estimated number of individuals allowed to attend will be limited to two for each contractor. Subcontractor representative attending would be the second for the allowable two attendees. **Proof of citizenship is required. A current passport or birth certificate can be used as proof of citizenship. Attendance is mandatory to participate in this procurement action. Form, Request for Y-12 National Security Complex Access and Badge, is attached at the end of Section 00100 for use in acquiring an access badge.**

(End of provision)

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

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of provision

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11 Certification And Disclosure Regarding Payments To APR 1991
 Influence Certain Federal Transactions

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)

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)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(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, or receiving stolen property; 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.

(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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

(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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236, 237, 238 inclusive.

(2) The small business size standard is \$28 million.

(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) (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.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(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--

(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)(6)(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.

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

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

(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)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(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)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

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 to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
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	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.236-8	Other Contracts	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
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.248-3	Value Engineering-Construction	FEB 2000

52.253-1

Computer Generated Forms

JAN 1991

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (see individual task orders) . The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

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

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

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

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.

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. Such orders may be issued from date of contract award through completion of the contract term.

(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)

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 \$20,000.00, 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 \$5,000,000.00;

(2) Any order for a combination of items in excess of \$15,000,000.00; 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 5 calendar 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)

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 contract completion date.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

- (1) On parole or probation to work at paid employment during the term of their sentence;
- (2) Who have been pardoned or who have served their terms; or
- (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (i) The worker is paid or is in an approved work training program on a voluntary basis;
- (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
 - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier

subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the

Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(1) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and

certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The

allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988))

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include,

but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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

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

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

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

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

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

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

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

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

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the

availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

- (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(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 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 end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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 (JAN 2004)

(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. 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 end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated 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 designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

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.

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and FTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA 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 the construction materials or components listed by the Government as follows: none

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

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

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.

(e) United States law will apply to resolve any claim of breach of this contract.

(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)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

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

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

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

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

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

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

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

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

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

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause.

If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments

otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

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

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

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government 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.

(End of clause)

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)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(3) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time

determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a 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 the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings

delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act

involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(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 facilities, equipment, materials, services, or site; 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)

52.246-12 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)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

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

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

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

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

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

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

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

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

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

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

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

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

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination

inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

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

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether

or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

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

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

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

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

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

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil>

(End of clause)

DOE CLAUSES

952.202-1 DEFINITIONS.

(a) *Head of Agency* means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.

(b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.

(h) The term *DOE* means the Department of Energy, *FERC* means the Federal Energy Regulatory Commission, and *NNSA* means the National Nuclear Security Administration.

(i) The term *Senior Procurement Executive* means, for DOE:

Department of Energy - Director, Office of Procurement and Assistance Management, DOE;

National Nuclear Security Administration - Administrator for Nuclear Security, NNSA; and

Federal Energy Regulatory Commission - Chairman, FERC.

(End of Clause)

952.203-70 -- WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION.

As prescribed in 923.7002, the clause set forth at 48 CFR 970.5223-1 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety.

952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS.
(JUN 1996)

(a) Definition.--Energy Policy Act target groups, as used in this provision means:

(1) An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Goals. The contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities:

(1) Small business concerns controlled by socially and economically disadvantaged individuals or by women: * * * percent;

(2) Historically Black colleges and universities: * * * percent;

(3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: * * * percent.

[* * * These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.]

(c) Reporting requirements. (1) The contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the contracting officer (or designee) not later than 45 days after the end of the reporting period.

(2) If the contract includes reporting requirements under FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Subcontracting Plan, the contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the Federal Government fiscal year.

(End of clause)

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE(JUNE 1997)

(a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

(End of Clause)

952.242-70 -- TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR. [*81009]

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1.0 PURPOSE AND SCOPE

1.1 PURPOSE The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide design-build construction services for a broad range of renovation and construction projects, primarily in support of the **Department of Energy, National Nuclear Security Administration, Y-12 Facility at Oak Ridge, TN**. As requirements develop, Requests for quotations/Proposals (RFQ/RFPs) for Task Orders will be issued on a competitive or single source basis, at the Government's discretion. Task Orders will vary in size from \$20,000.00 to \$5,000,000.00 dollars and will be awarded and issued by the individual task orders awarded and administered by duly appointed federal contracting officers. Orders will primarily include Construction, Repair and Maintenance projects involving a variety of trades. Work performed under these contracts will include but not limited to the following general project categories: Construction, repair and alteration of various facilities; Construction, repairs and alteration of Electrical Systems (ES); Construction, repair and alteration of Mechanical Systems (e.g. HVAC systems, and controls.); Concrete and Asphalt Paving; Demolition of facilities.

2. PERIOD OF SERVICE

2.1 PERIODS Each contract will be for a period not to exceed seven years from date of the basic contract award. Maximum value of all projects awarded under the MATOCs will be limited to a pool of \$42,000,000.00 within the seven-year contract period. Task Order minimum and maximum limits are expected to range from \$20,000.00 to \$5,000,000.00 dollars respectively. The minimum guarantee amount per award is \$100,000.00 dollars. The minimum guaranteed amounts may be met by award of a task order in an equivalent amount. The expiration or termination of the ordering period will not affect any order issued during the effective period of these contracts. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the terms and conditions of these contracts.

3.0 TASK ORDER LIMITATIONS (Reference FAR 52.216-19)

3.1 MINIMUM ORDER When the Government requires services covered by this contract in an amount less than \$20,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

3.2 MAXIMUM ORDER The maximum Task Order limitation is \$5,000,000.00 dollars, excluding subsequent in scope modifications. The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required.

3.3 THE CONTRACTOR IS NOT OBLIGATED TO HONOR:

3.3.1 Any order for a single Task Order less than \$20,000.00;

3.3.2 Any order for a single Task Order in excess of \$5,000,000.00;

3.3.3 A series of orders from the same ordering office totaling more than \$15,000,000.00.

3.3.4 The Government at its option may include concurrent projects exceeding \$5,000,000.00, which could be awarded as separate task orders to one contractor. However, contractors will not be obligated to compete nor required to accept such task orders under the general terms of the contract.

3.3.5 This is not a requirements contract.

4.0 ORDERING PROCEDURES FOR TASK ORDERS

4.1 TASK ORDER (TO) REQUESTS FOR PROPOSALS When the Government requires work under the Multiple Award Task Order Contract, an RFP will be issued. The RFP will include information concerning the statement of work, guide specifications, drawings, attachments, information pertaining to a site visit, evaluation criteria, and any other requirements for submission (e.g. proposal requirements, bid schedule, etc.). Performance and payment bonds shall be required for Task Orders, as described in paragraph 17 in accordance with PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS, of this Section.

4.2 WALK-THROUGHS Offeror's attendance at walk-throughs is considered vital to preparation of cost-effective offers, and to understanding the total results desired by the Government. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-throughs or other pre-Task Order costs.

4.3 PROPOSAL CONTENTS Depending upon the requirements of each Task Order, the Contractor will typically provide a technical proposal and a price proposal in response to a Task Order (TO) RFP. Contractor shall respond within the number of calendar days stated in the TO RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the TO RFP.

4.4 AWARD DECISION Whenever possible, award will be made without discussions. If discussions are required, the Multiple Award task Order contractor will be requested to provide a final proposal revision. Task Order awards will be made based on the best value to the Government or the negotiated lowest price considering price or price related factors, of the technically acceptable proposal as described in individual task order RFP's. The awarded Task Order will be firm fixed-price with a specific completion date.

4.5 TASK ORDER ISSUANCE Task Orders will be issued on the Department of Energy Task Order Form. Orders may be placed via mail, or electronic commerce. The Task Order becomes binding when the Contracting Officer signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds. Appropriate proof of Insurance must be in place before work commences. The Contracting Officers of the Nashville District, US Army Corps of Engineers are authorized to issue orders under the TOC contracts. Orders will be signed by the Contracting Officer of the Department of Energy, NNSA, Y-12 Facility in Oak Ridge, TN. The appropriate issuing, administration, and payment offices will be cited on each Task Order. Payment information is provided in Section 24 of the Special Contract Requirements.

4.6. Protests. In accordance with FAR 16.505(a) (8), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

4.7 PLANS AND SPECIFICATIONS The Contractor will be provided one copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD-ROM, at its option. Work will be performed in accordance with the SpecsIntact documents, unless specified in the individual task order that other project plans and specification documents will be associated with that particular task order.

5.0 ORDERING PROCEDURES FOR SOLE SOURCE ORDERS

5.1 SOLE SOURCE PROCEDURES In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures will be used:

5.2 CIRCUMSTANCES PERMITTING SOLE SOURCE ORDERS All MATOC Contractors will be given a fair opportunity to submit a proposal on projects unless the Contracting Officer determines:

5.2.1 An urgent need exists and seeking competition would result in unacceptable delay

5.2.2. Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized

5.2.3. A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed (e.g. site adapt a competed design)

5.2.4. To satisfy contract minimum award obligations.

5.3 Procedures for 100% Designed Projects (Sole Source) An RFQ/RFP will be issued requiring a contractor response consisting of a detailed cost proposal. Task Order negotiations may be conducted if required.

5.4 PROCEDURES FOR DESIGN BUILD PROJECTS (SOLE SOURCE) An RFP may be issued with the Statement of Work, Design Criteria and /or project Book, or concept design. The contractor may be requested to submit a concept design along with a price proposal. Task Order negotiations will result in a price for design and construction. It is the 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. The contractor may be required to compete the project among subcontractors and submit a detailed proposal for construction (e.g., breakdowns for labor, equipment, and materials).

5.5 REQUIREMENT FOR COST AND PRICING DATA (SOLE SOURCE TASK ORDERS) The threshold for obtaining cost or pricing data is \$550,000. When cost or pricing data are required, the contracting officer shall require the contractor to submit to the contracting officer (and to have any subcontractor or prospective subcontractor submit to the prime contractor or appropriate subcontractor tier) the following in support of any proposal:

5.5.1 The cost or pricing data.

5.5.2 A certificate of current cost or pricing data, in the format specified in FAR 15.406-2 certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

6.0 TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

6.1 LIMITATION ON PAYMENT FOR DESIGN SERVICES If it should be necessary to terminate a Task Order 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.

6.2 DESIGN REVIEWS

6.2.1. 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.

6.2.2. The time required by the Government to review submissions made during design or construction may vary with the Task Order. However, the Government will attempt to provide as expedited a review as is possible. The review periods, as established in the Task Order Schedule, are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods. Over-the-shoulder reviews will be used to the maximum extent practicable.

6.2.3. The Contractor is responsible for incorporation of review comments as soon as possible and within the time scheduled in the Task Order.

7.0 DESIGN BUILD TASK ORDERS

7.1 CLAUSES INCORPORATED BY REFERENCE The following clauses apply to Design Build Orders only.

FAR 52.236-23 Responsibility of the Architect-Engineer Contractor APR 1984

FAR 52.244-4 Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) AUG 1998

7.2 The Following Special Contract Requirements are applicable to fixed-price design-build construction contracts, and will apply to Task Orders defined by the Contracting Officer as Design Build projects.

7.2.1 DESIGN BUILD SPECIAL CONTRACT PROVISIONS

7.2.1.1 Design-Build Contract Order of Precedence

7.2.1.1.1 The Contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.

7.2.1.1.2. In the even of conflict or inconsistency between any of the provisions of this contract, precedence will be given in the following order:

7.2.1.1.2.1. Enhancements/Betterments: Any portions of the accepted proposal that both conform to and exceed the provisions of the solicitation.

7.2.1.1.2.2. The provisions of the solicitation. (See also Contract Clause Specifications and Drawings for Construction).

7.2.1.1.2.3. All other provisions of the accepted proposal.

7.2.1.1.3. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc., these are deliverables under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

7.2.1.2 Proposed Enhancements/ Betterments

7.2.1.2.1. The minimum requirements of the contract are identified in the Request for Proposal. All Enhancements/Betterments offered in the proposal become a requirement of the awarded contract (task order).

7.2.1.2.2. An "Enhancement" or "Betterment" is defined as any component or system that exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed enhancements/betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified enhancements/betterments.

7.2.1.2.3. "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.

7.2.1.3 Designer of Record

Designer of Record approval is required for extension of design, critical materials, and deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer's Representative.

7.2.1.3.1. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Contractor shall provide the Government the number of copies designated of all Designer of Record approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation and Accepted Proposal.

7.2.1.3.2. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal. Contracting Officer approval is required for any deviations from the Solicitation or Accepted Proposal. Government review is required for extension of design construction submittals, used to define contract conformity, and for deviation from the completed design. Review will only be for conformance with the contract requirements. Included are only construction submittals for which the Designer of Record design documents do not include enough detail to ascertain contract compliance. All submittals not requiring Design of Record or Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to in paragraph 7.2.1.3.1 above.

7.2.1.4 Key Personnel, Subcontractors and Outside Associates or Consultants

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates or consultants (See FAR Clause 52.244-4, Subcontractors and Outside Associates and Consultants, APR 1984).

7.2.1.5 Responsibility of the Contractor for Design

7.2.1.5.1. 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 its designs, drawings, specifications, and other non-construction services.

7.2.1.5.2. Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and 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 in paragraph 7.2.1.5.1 above.

7.2.1.5.3. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law. (See FAR Clause 52.236-23, Responsibility of the Architect-Engineer Contractor)

7.2.1.6 Warranty of Construction Work

7.2.1.6.1. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of contract clause 52.246-21, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

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

7.2.1.6.3. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of (1) The Contractor's failure to conform to contract requirements; (2) Any defect of equipment, material or workmanship; or (3) Contractor negligence. Failure to timely perform any warranty work will be considered as past performance criteria when evaluating ability to perform on future potential task order opportunities.

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

7.2.1.6.5. The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

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

7.2.1.6.7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

7.2.1.6.7.1. Obtain all warranties that would be given in normal commercial practice:

7.2.1.6.7.2. Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

7.2.1.6.7.3. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

7.2.1.6.8. In the event the Contractor's warranty under paragraph b. of FAR clause 52.246-21 has expired, the Government may bring suit at its expense to enforce a subcontractor, manufacturer or supplier warranty.

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

7.2.1.6.10. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud (See FAR Clause 52.246-21, Warranty of Construction).

7.2.1.7 Sequence of Design-Construction- Non- Fast Track (Note: Task Order RFP will indicate which sequence, i.e. non-fast track or fast track (see 13.2.1.7.1) is applicable to the requirement)

7.2.1.7.1 After receipt of the Notice to Proceed (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 will notify the Contractor when the design is cleared for construction. 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.

7.2.1.7.2 . 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.

7.2.1.8 Sequence of Design-Construction (Fast Track) (see note in 13.2.1.7.1 above)

7.2.1.8.1. After receipt of the Contract Notice to Proceed (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 of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. 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.

7.2.1.8.2. 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.

7.2.1.8.3. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

7.2.1.9 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 of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the contract), ensuring constructibility 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 QC program with the design QC 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.

7.2.1.10 Value Engineering After Award

7.2.1.10.1. In reference to Contract Clause 52.248-3 Value Engineering--Construction, the government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents that were evaluated in competition with other offerors for award of this contract.

7.2.1.10.2. The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

7.2.1.10.3. For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

7.2.1.10.4. In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

8.0 AMBIGUITY/CONTRACT INTERPRETATION

8.1 AMBIGUITY/INTEPRETATION This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be

strictly construed against the drafter of the contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

8.2 CONTRACTOR'S RESPONSIBILITY 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. Failure to comply with all obligations shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.

9.0 OPTION FOR INCREASED QUANTITY ON TASK ORDERS

9.1 OPTION ITEMS The Government may elect to make certain tasks, as described in a Task Order Statement of Work, and Option Items. In this case, the Government may increase the quantity of work awarded on individual Task Orders by exercising Option Item(s) within the period specified in the Task Order.

9.2 AGREEMENT ON OPTION ITEMS The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail, provides by facsimile, or electronic mail.

10.0 PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS

10.1 PROPOSED KEY PERSONNEL AND SUBCONTRACTORS Any proposed (a) key personnel, (b) minimum qualifications for 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.

11.0 ORDER OF PRECEDENCE (REFERENCE FAR 52.236-21)

11.1 MATOC BASIC CONTRACT Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order:

11.1.1 Representations and other instructions,

11.1.2 Contract clauses,

11.1.3 Other documents, exhibits, and attachments,

11.1.4 The specifications

11.1.5 The drawings

11.2 BASIC CONTRACT STANDARD CLAUSES VERSUS TASK ORDER SPECIFICS The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The Task Order contract consists of:

11.2.1 The solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and

11.2.2 The successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.

11.3 PRECEDENCE In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence will be given in the following order:

11.3.1 Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. "Betterment" is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.

11.3.2 The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION)(See FAR 52.236-21)

11.3.3 All other provisions of the accepted proposal including RFP Section 00010.

11.3.4 Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

12.0 LIQUIDATED DAMAGES (REFERENCE FAR 52.211-12) (SEP 2000)

12.1 DAILY LIQUIDATED DAMAGES If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order for each calendar day until the work is completed.

12.2 TERMINATION OF RIGHT TO PROCEED/LIQUIDATED DAMAGES If the Government terminates the Contractor's right to proceed, liquidated damages accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.

12.3 NON-TERMINATION OF RIGHT TO PROCEED/LIQUIDATED DAMAGES If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted

12.4 DELAY IN MULTIPLE TASK ORDERS ONE SITE For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This will be calculated with each and any other delinquent Task Order for each calendar day of delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.

12.5 EXCEPTION TO LIQUIDATED DAMAGES In case the Contracting Officer determines completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

13.0 SCHEDULE OF INSURANCE:

a. The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
General Liability Insurance for Bodily Injury Liability:	
Minimum Per Occurrence for Bodily Injury	\$500,000.00
Minimum Per Each Accident for Property Damage	\$100,000.00
Minimum Aggregate for Bodily Injury	\$500,000.00
Automobile Liability Insurance:	
Minimum Per Person	\$200,000.00
Minimum Per Occurrence for Bodily Injury	\$500,000.00
Minimum Per Occurrence for Property Damage	\$100,000.00

b. Before commencing work under this contract, the contractor shall certify to 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 or prescribed, and (2) until 30 days after the insurer or the contractor gives written notice to the Contracting Officer.

c. The contractor shall insert the substance of the clause entitled "Insurance-Work on a Government Installation (FAR 52.228-5), "in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required above.

INSURANCE - WORK ON A GOVERNMENT INSTALLATION (REFERENCE FAR 52.228-5)

14.0 INSTALLATION REGULATIONS

14.1 FAMILIZE WITH/OBEY REGULATIONS 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 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.

14.2 IDENTIFICATION OF CONTRACTOR'S EQUIPMENT 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.

15.0 GENERAL WAGE DECISIONS

15.1 GENERAL WAGE DECISIONS The Davis Bacon General Wage rates are applicable to all task orders exceeding \$2,000. By submitting an offer, the contractor agrees to comply with the applicable Davis Bacon General Wage Decisions. The applicable Davis Bacon General Wage rates will be provided to the contractor with the request for proposal for each Task Order. The applicable wage decision will be incorporated into the awarded task order (DD Form 1155).

16.0 BID BONDS

16.1 NO BID BONDS Unless otherwise stated in the Notice of Proposed Task Order Request For Proposal, Bid Bonds are not required.

17.0 PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS FOR TASK ORDERS (FAR 28.102-1)

17.1 TASK ORDER BOND REQUIREMENTS Performance and payment bonds shall be required, and the penal sum established, by each Task Order.

17.2 PAYMENT BOND

17.2.1 Shall be addressed in accordance with the Federal Acquisition Regulation (FAR) Part 28.102-2 entitled, "Amount Required," based on the cost of the individual Task Orders. An irrevocable letter of credit (ILC) may substitute for payment bonds between \$25,000-\$100,000.

17.3 PERFORMANCE BOND Shall be addressed in accordance with the Federal Acquisition Regulation (FAR) Part 28.102-2 entitled, "Amount Required," based on the cost of the individual Task Orders.

17.4 SUBMISSION OF BONDS Bonds and other payment protections shall be provided within 10 calendar days of award of a Task Order. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed. Review **General Accounting Office decisions in All Seasons Construction, Inc. B-291166.2, December 2, 2002, and Mark Garrell Electric, B-292898, October 3, 2003, regarding the acceptability of bonds and the powers of attorney and certifications that accompany them.**

17.5 ADDITIONAL BONDING Additional bonding shall only be required to the extent that the amount of construction being accomplished exceeds the value of the performance and payment bonds. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover work being performed. Such additional bonding shall be provided within 10 calendar days of request by the Contracting Officer. Further information is provided in clause 52.228-2, Additional Bond Security, in Section 00700 of the contract.

18.0 (RESERVED)

19.0 VALUE ENGINEERING CHANGE PROPOSALS

19.1 FAR CLAUSE Pursuant to FAR 52.248-1(c) "Value Engineering", any value engineering change proposal (VECP) shall be submitted in two (2) copies and in the format set forth in the above clause.

19.2 GOVERNMENT RIGHT TO EXEMPT FROM VECP The Government reserves the right to exempt a project solicited under this contract from the submittal of Value Engineering Change Proposal (VECP) prior to the submissions of proposals. After submissions of the proposals and delivery order award, the contractor will be allowed to submit a VECP for consideration.

20.0 WORK BY THE GOVERNMENT

20.1 **GOVERNMENT RIGHT FOR PERFORMANCE BY GOVERNMENT FORCES** 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.

21.0 SHOP DRAWINGS AND SUBMITTALS

21.1 **CONTRACTOR RESPONSIBILITY** The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.

22.0 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

22.1 **PROCEDURE** This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause FAR 52.249-10 entitled **DEFAULT (FIXED PRICE CONSTRUCTION)**. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

22.1.1 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.

22.1.2 The unusually severe weather must actually cause a delay to the completion of the total contract duration.

22.2 **ANTICIPATED ADVERSE WEATHER DELAY** The schedule below is the monthly anticipated adverse weather delays based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the particular location and will constitute the base line for weather delays in all weather dependent activities. Workdays are based upon a five (5) day work-week.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR:

JAN	12	JUL	11
FEB	11	AUG	10
MAR	13	SEP	8
APR	11	OCT	8
MAY	11	NOV	10
JUN	11	DEC	11

22.3 **RECORD OF ADVERSE WEATHER** Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record (daily) (on the daily CQC report), the occurrence of adverse weather and resultant impact to the normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in a previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) FAR 52.236-4, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled **DEFAULT (FIXED-PRICE CONSTRUCTION)**.

23.0 RESERVED

24.0 PAYMENT

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

24.2 **GENERAL** The contract price for each task order shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the work in accordance with these specifications and the applicable task order Statement of Work and drawings. Payment for each task order shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein.

24.3 **PAYMENT/BILLING INSTRUCTIONS** will be made by lump sum or by unit price, according to the payment items of the task order. Progress payments may be made monthly for task orders exceeding 60 days.

24.4 **PROGRESS PAYMENT INVOICE** Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments

Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts" respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown on the applicable Task Order.

24.4.1 The following instructions are provided for use by the contractor in the preparation and submission of vouchers requesting reimbursement for work performed on negotiated cost-type contracts. The submission of vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the contractor.

24.4.2 In requesting reimbursement, contractors shall use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal. The Standard Form 1034 may be accessed at <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0> A certified summary sheet shall accompany the SF 1034 (See next page.)

24.4.3 The contractor shall submit the original SF 1034 plus two copies. The contractor shall also provide one copy of the support documentation for travel costs incurred. The original Voucher and supporting documentation is submitted to:

(Original)
Oak Ridge Financial Services Center
Oak Ridge Operations
U. S. Department of Energy
P. O. Box 6017
Oak Ridge, TN 37831

One copy of each remaining voucher and supporting documentation is sent to each of the following:

(Copy)
National Nuclear Security Administration
Y-12 Site Office
Bldg. 9204-1 MS8050
ATTN: Mike Lee (COR)
U. S. Army Corps of Engineers
P. O. Box 2050
Oak Ridge, TN 37831-8555

(Copy)
National Nuclear Security Administration
Y-12 Site Office
Bldg. 9106 MS 8024
ATTN: William Wistrom
P. O. Box 2050
Oak Ridge, TN 37831-8555

Each SF 1034 submitted shall include the following:

- (1) Contract number;
- (2) Task Order number;
- (3) Contractor name;
- (4) Date of voucher;
- (5) Invoice number;
- (6) Total amount of voucher;
- (7) Period covered or items delivered; and
- (8) Cumulative amount invoiced to date.

25.0 GENERAL REQUIREMENTS

25.1 SCOPE This section covers general requirements applicable to all the contract provisions.

25.2 . DEFINITIONS The references listed below are defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

25.2.1 "GENERAL CLAUSES", "GENERAL CONDITIONS", or "GENERAL PROVISIONS" shall be read as "CONTRACT CLAUSES".

25.2.2 "CONSTRUCTION QUALITY CONTROL" shall be read as "CONTRACTOR QUALITY CONTROL".

25.2.3 "PROVIDE" shall be defined as "FURNISH, INSTALL, TEST AND MAKE READY FOR USE".

25.2.4 "AS INDICATED" shall be defined as to mean "AS SHOWN ON THE DRAWING, DESCRIBED IN THE STATEMENT OF WORK OR DESCRIBED IN THE SPECIFICATION".

25.2.5 "DAYS" shall be defined as calendar days, unless specifically stated otherwise.

25.2.6 TASK ORDER: A Task Order is an order for services under this contract, awarded after evaluation of Proposal(s). The Task Order documentation will consist of an order (DD form 1155) signed by a Contracting Officer, the Statement of Work, wage determinations, and the accepted Proposal.

25.3 CORRESPONDENCE Correspondence shall be sent to the appropriate office as designated by the Contracting Officer depending on the location of the work.

25.4 COORDINATION AND ACCESS TO SITE

25.4.1 Coordination shall be made through the Contracting Officer's Representative (COR) for access to specific facilities.

25.4.2 IDENTIFICATION OF VEHICLES AND PERSONNEL:

25.4.2.1 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. POV's must be registered with the Installation.

25.4.2.2 Personnel: Contractor's workmen shall have on either a uniform with the firm name and the workman's last name or shall have a badge pinned on with both the firm name and the workman's photograph and full name.

25.4.3 Keys: The Contractor shall be responsible for any Government-owned keys that have been issued to him for access to facilities or areas pertinent to this contract.

25.4.3.1 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the area shall be returned immediately. Keys shall be returned prior to final task order payments.

25.4.3.2 Should the Contractor Lose a Key:

25.4.3.2.1 He shall notify the Contracting Officer, in writing, within one (1) working day after he is aware of the loss

25.4.3.2.2 Should the key not be found before final acceptance, the final contract payment shall be reduced by the replacement cost for each key not returned and, if required by the Contracting Officer, any re-keying costs and cost of any other damages suffered by the Government.

25.4.4 Utility Outages: Work shall be scheduled such that utility outages are minimized. All outages shall be coordinated with and approved by the Contracting Officer. Specific restrictions will be identified in each task order.

25.4.5 Safety: Safety requirements are addressed in Section 00800, Special Contract Requirements; Section 00700, Contract Clauses; and in each Task Order. All work and materials used shall be in compliance with the provisions of U.S. Department of Labor, Occupations Safety and Health Act (P. L. 91-596), pertinent National fire prevention codes, the latest National Electrical

Code, and EM 385-1-1~ Safety and Health Requirements Manual.

25.5 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

26.0 MISCELLANEOUS CONTRACTOR REQUIREMENTS

26.1 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 for him. The Contractor's superintendent is responsible for maintaining and conducting the inspection system required by the contract.

26.2 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.

26.3 PERSONNEL The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this 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.

26.4 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 (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of military security.

26.5 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.

27.0 COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS

27.1 COMPLIANCE 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 this 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 of this contract.

28.0 SUBMITTALS

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

28.2 INTRODUCTION The following guidance is to be followed for all construction related submittals, all submittals required in Division 1 specifications and all submittals identified in Statements of Work as requiring Contracting Officer approval.

28.3 SUBMITTAL CLASSIFICATION/IDENTIFICATION

Throughout, these specifications submittals may be identified with the prefix "SD" followed by a number. This number and prefix are for book keeping and record sorting in the system. The SD stands for submittal data and the number is a category, e.g., data, drawings, reports, etc. The submittal register shows either the title of the item being submitted or the number and title of the item being submitted. These numbers, if used, may be different in different sections of these specifications for items with the same title.

28.3.1 SD-01 Data: Submittals, which provide calculations, descriptions, or documentation, regarding the work.

28.3.2 SD-04 Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

28.3.3 SD-06 Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

28.3.4 SD-07 Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

28.3.5 SD-08 Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

28.3.6 SD-09 Reports: Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

28.3.7 SD-13 Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

28.3.8 SD-14 Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

28.3.9 SD-18 Records: Documentation to record compliance with technical or administrative requirements.

28.3.10 SD-19 Operation and Maintenance Manuals: Data that forms a part of an operation and maintenance manual.

28.3.11 Submittal Classification: Submittals are classified as follows:

28.3.11.1 Government Approved: Government (Contracting Officer) approval is required for critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

28.3.11.2 Information Only: All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

28.3.12 Basic Contract Submittals: Basic Contract submittals can be Government Approved or Information Only. Basic contract submittals are submittals, which are generic in nature for all work under the TOC and shall be identified by the Contractor (annotation of Basic Submittal in the remarks column of the Engineer Form 4288) when providing his submittal register for approval in accordance with paragraph Submittal Register of this section. Basic contract submittals shall be submitted within 15 days of approval of the submittal register.

28.3.13 Task Order Specific Submittals: Task Order specific submittals can be Government Approved or 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 10 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.

28.4 APPROVED SUBMITTALS The approval of submittals by the Contracting Officer 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 of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After the Contracting Officer has approved submittals, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

28.5 DISAPPROVED SUBMITTALS The Contractor shall make all corrections required by the Contracting Officer 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 entitled "Changes" shall be given promptly to the Contracting Officer.

28.6 WITHHOLDING OF PAYMENT Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

28.7 GENERAL The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) for each task Order or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative. And each item of the submittal shall be stamped, signed, and dated and each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all transmittals regardless of classification (Information Only or Government Approved). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

28.7.1 Submittals shall be submitted to the address specified by individual Task Orders:

28.7.2 SUBMITTAL REGISTER (ENG Form 4288)

28.7.2.1 Task Order Specific Submittals: Each Task Order will have one set of ENG Form 4288 listing each item of equipment and material for which submittals are required by the Special Clauses and the Technical Specifications Divisions I through 16. Columns "c" through "o" will have been completed by the Government. The Contractor shall complete columns "a," "b," and "q" through "v" and return 5 completed copies to the Contracting Officer for approval within 10 calendar days after Task Order Notice to Proceed. For design-build task orders the contractor shall prepare the submittal register as part of the design package. A blank submittal register is included in the back of this solicitation package.

28.7.2.2 Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. As an example, a general category in the listing for Specification 15400 would be "Fixtures" which the Contractor may want to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc." The item numbers in column "b" are to be assigned sequentially starting with "1" for each specification section.

28.7.2.2 The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This register, Contractor's schedule dates (columns q, r, and s), and the progress schedules shall be coordinated.

28.8 TRANSMITTAL FORM (ENG Form 4025)

28.8.1 The transmittal form (ENG Form 4025), 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.

28.9 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

28.9.1 To provide a cross-reference between the submittals of ENG FORM 4288 and the transmittal form ENG FORM 4025 the Contractor shall record the "transmittal numbers" assigned when submitting materials in the "REMARKS" column of the ENG FORM 4288. DO NOT pre-assign transmittal numbers when preparing the submittal register. Transmittal numbers shall be assigned as follows:

28.9.2 Task Order specific submittals shall be sequentially numbered beginning with number 0001 for each Task Order as follows: Task Order number/transmittal numbers, e.g., transmittal number two for task order number eight would be numbered - 0008/0002.

28.9.3 Additional instructions are on the reverse side of the transmittal form (ENG FORM 4025).

28.10 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

28.10.1 General

Shop drawings and ENG Form 4025 shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals." ENG Form 4025 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of ENG Form 4025. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG Forms 4025 shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

28.10.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:

- a. Are specially identified in the Submittal Register (ENG FORM 4288) for Government approval, or
- b. Are extensions of design, or
- c. Depict deviation from the contract (such as an "or equal" decision), or
- d. Represent critical materials, or
- e. Involve equipment that must be checked for compatibility with an entire system.

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Contractor shall not use action codes A, B, C, or E to indicate his review action; these codes are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph CONTRACTOR APPROVAL STAMP. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

28.10.3 Deviations

For submittals which include proposed deviations (variations) requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked AND FIVE COPIES SUBMITTED for Government Approval. The Contractor shall set forth in writing the justification for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

28.10.4 Certification: The contractor is responsible for and shall certify that the submittals comply with contract requirements.

28.10.5 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3- by 4- inch clear area adjacent. Title block shall contain subcontractors or fabricator's name, Contract number, description of item(s), bid item number, and a revision block. Contractor shall submit the required number of prints of any type, except blueprints. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. 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. 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.

28.10.6 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except 3- by 4-inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

28.10.7 Changes To Previous Submittals

It is the Government's intent to standardize equipment and materials utilized and installed in this contract. In the event the Contractor desires to change materials or equipment previously submitted, the Contractor shall annotate the transmittal block of the Engineer Form 4025 as "Change to previous transmittal number ", and forward the submittal for Government Approval.

28.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

28.12 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 5 COPIES)

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three copies of the submittal will be retained by the Contracting Officer and 2 (two) copies of the submittal will be returned to the Contractor.

28.12.1 Processing of Government Approved Submittals

Five copies of all submittals requiring Government approval shall be submitted. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. Submittals will be reviewed and processed as follows:

28.12.1.1 Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.

28.12.1.2 Approved Except as Noted (Action Code "B"): Shop drawings that have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for "Approved as Submitted" (Action Code "A") submittals.

28.12.1.3. Approved Except as Noted (Action Code "C"): Shop drawings that are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the part of the submittal showing the corrections.

28.12.1.4. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Distribution will be the same as for "Approved Except as Noted" (Action Code "C") submittals.

28.12.1.5. Re-submittal will not be required for shop drawings stamped "Approved as Submitted" (Action Code "A") or "Approved Except as Noted" (Action Code "B") unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted" (Action Code "C") or "Disapproved" (Action Code "E"), Contractor shall make corrections required, note any changes by dating the revisions to correspond with file change request date, and promptly resubmit the corrected material. Re-submittals shall reference the submittal number of the original rejected submittal. Government costs incurred after the first re-submittal will be charged to the Contractor

28.13 INFORMATION ONLY SUBMITTALS (SUBMIT 2 COPIES)

Normally submittals for information only will not be returned. Approval of the Government is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. The resubmittal shall be reclassified as Government approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office from requiring removal and replacement if nonconforming material is incorporated in

the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

28.13.1 Processing of Information Only Submittals

Two copies of all shop drawings submitted for information only shall be submitted prior to delivery 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, 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.

28.14 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR: _____
 CONTRACT NO. _____
 TRANSMITTAL NO. _____
 ITEM NO. _____
 SPECIFICATION SECTION _____
 PARAGRAPH NO. _____
 APPROVED: YES _____ NO _____
 APPROVED WITH
 CORRECTIONS AS NOTED ON SUBMITTAL
 DATA _____
 ON ATTACHED COMMENT SHEET

 SIGNATURE: _____
 TITLE: _____
 DATE _____

CONTRACTOR'S REVIEW STAMP

MAXIMUM SIZE 3-INCHES X 3-INCHES

28.15 .TRANSMITTAL CHECK LIST

The following check list 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.

- 28.15.1 (1) DO NOT submit multiple 5 digit specification sections on one ENG FORM 4025.
- (2) Transmittal # 1 shall be the Submittal Register (ENG FORM 4288). Subsequent submittals shall be numbered sequentially as submitted except for resubmittals. Resubmittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 resubmittal would be number 2A, etc.
- (3) Government Approval; Submit 5 copies of enclosures, each with ENG FORM 4025's attached. Information only; Submit 2 copies of enclosures, each with ENG FORM 4025's attached and 1 additional copy (optional) of the ENG FORM 4025.
- (4) 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's.
- (5) Item numbers must be written on the enclosures and the ENG FORM 4025(column A)
- (6) Only ONE copy (of 5 or 2) should be collated by items into a booklet form.

- (7) Each item of an enclosure shall be "approval stamped" by the Contractor.
- (8) Enter the specification technical paragraph for each Item in column 'e' on the ENG FORM 4025.
- (9) Identify the contract drawing number that applies, if applicable, in column 'f' on ENG FORM
- (10) Variations shall be identified in column 'g' on ENG FORM 4025 and justified in the Remarks Block and 5 copies submitted for Government Approval.
- (11) Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- (12) Allow a minimum 15 days (10 days for Task Order Specific) for submittals requiring Government Approval. Justify exceptions for shorter periods.
- (13) SIGN the ENG FORM 4025.

28.16 NOTES TO SUBMITTAL REGISTER (ENG FORM 4288)

1. The Submittal Register shall be completed and submitted to the Contracting Officer in accordance with SPECIAL CLAUSE, "SUBMITTALS." The ENG FORM 4025 used to transmit the Submittal Register should be Transmittal No. 1.

2. In the event the Technical review responsibility (CLASSIFICATION column) for any item identified in the attached Submittal Register conflicts with the responsibility as shown in the respective technical specification the Submittal Register shall govern.

3. Notwithstanding the Submittal Register attached to the end of this section, all items to be submitted may not be listed on the register or additional items may be required which, in every case, shall be added to the Submittal Register by the Contractor.

4. All additional submittals that are required to be added to the Submittal Register shall be provided at no additional cost to the Government.

29.0 SAFETY/ACCIDENT REPORTING

29.1 ACCIDENT PREVENTION AND SAFETY PRACTICES on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

29.2 SAFETY PLAN Prior to mobilization, the Contractor shall furnish, as a submittal, his safety plan applicable to the project. Furthermore, the Contractor shall brief all employees on proper safety 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 on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

29.3 COMPLIANCE WITH REGULATIONS 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, Subparts A and B. ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. The Contractor shall comply with the requirements of OSHA and the Hawaii Occupational Safety and Health Law as administered by the Division of Occupational Safety and Health, Department of Labor and Industrial Relations, State of INSERT. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

29.4 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.

29.5 INSPECTIONS, TESTS AND REPORTS The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and other as required, shall be at the contractor's expense.

29.6 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.

29.7 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 and other traffic control devices and signs.

29.8 ACCIDENT NOTIFICATION/REPORT In the event of a job-related accident, the Contractor shall immediately notify the Contracting Officer's Representative (COR) and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original and two copies to the insert state or Safety Officer for the Department of Energy, NNSA, Y-12 projects. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

29.9 ENVIRONMENTAL, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (JUL 2001)

- (a) In performance of the work, the contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The contractor shall participate in all emergency response drills and exercises.
- (b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR) assigned to the contract. Upon request, the contractor shall provide a copy of the occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR.
- (c) The contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements environment, health, and safety required by the local State. The plan shall also include information on the contractor's responsibility for providing treatment for employees who become ill or are injured in DOE facilities. A copy of the plan shall be provided to DOE within 30 days of start of work.
- (d) The Contracting Officer may notify the contractor, in writing, of any noncompliance with the terms of this requirement, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (e) In the event that the contractor fails to comply with the terms and conditions of this section, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

30.0 CONTRACTOR QUALITY CONTROL

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

30.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

30.2 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 Bid Schedule for each task order.

30.3 GENERAL

30.3.1 The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with the clause entitled "Inspection of Construction," in the Contract Clauses of this document.

30.3.2 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.

30.4 QUALITY CONTROL PLAN

30.4.1 General

The Contractor shall furnish for review by the Government, for the basic contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, 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.

30.4.2 Content of the Basic CQC Plan

The Basic CQC plan shall be submitted to cover the intended CQC organization for the entire contract (encompassing all task orders) and shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

30.4.2.1 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 for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

30.4.2.2. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

30.4.2.3. A copy of the letter to the CQC System 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 System Manager including authority to stop work which is not in compliance with the contract. The CQC System 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.

30.4.2.4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents

30.4.2.5. 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.)

30.4.2.6. Procedures for tracking preparatory, initial, and follow up control phases and control, verification, and acceptance tests

including documentation.

30.4.2.7 Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

30.4.2.8 Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

30.4.3 Task Order Addendum CQC Plan

For each individual task order submit a CQC Addendum Plan within 10 days of receipt of task order NTP. Proposed changes to file Basic Plan or items requiring additional details or description required to implement 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 is 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.

30.4.4 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 his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

30.4.5 Notification of Changes

30.4.5.1 After acceptance of the QC 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.

30.4.6 Coordination Meeting

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the 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. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

30.4.7 Quality Control Organization

30.4.7.1 CQC System 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 System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 2 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

30.4.7.2 CQC Organizational Staffing

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.

30.4.7.2.1 CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual 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 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.

30.4.7.2.2 CQC System Manager

The CQC system manager shall be an experienced construction person, with a minimum of 3 years construction experience on similar type work. The CQC system manager may be assigned other duties. In addition to the above experience and education requirements the CQC System Manager should have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work. For further information contact the Construction Division Office.

30.4.7.2.3 Supplemental Personnel

A staff shall be maintained under the direction of the CQC system 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. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

30.4.7.2.4 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.

30.4.8 Submittals

Submittals shall be as specified in SC-10 SUBMITTALS. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Government will furnish copies of test report forms (See sample list provided with each Task Order) upon request by the Contractor. The Contractor may use other forms as approved.

30.4.9 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. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

30.4.9.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

30.4.9.1.1. A review of each paragraph of applicable specifications.

30.4.9.1.1. A review of the contract plans.

30.4.9.1.1. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

30.4.9.1.1. A check to assure that provisions have been made to provide required control inspection and testing.

30.4.9.1.1. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

30.4.9.1.2. 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.

30.4.9.1.3. A review of the appropriate activity hazard analysis to assure safety requirements are met.

30.4.9.1.4. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

30.4.9.1.5 A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting

Officer.

30.4.9.1.6. 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 system manager and 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 system 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.

30.4.9.2 Initial Phase

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

30.4.9.2.1. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

30.4.9.2.2. Verification of full contract compliance. Verify required control inspection and testing.

30.4.9.2.3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.

30.4.9.2.4. Resolve all differences.

30.4.9.2.5. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

30.4.9.2.6. 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 system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

30.4.9.2.7. 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.

30.4.9.3 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, which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

30.5 TESTS

30.5.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory. 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:

30.5.1.1 Verify that testing procedures comply with contract requirements.

30.5.1.2 Verify that facilities and testing equipment are available and comply with testing standards.

30.5.1.3 Check test instrument calibration data against certified standards.

30.5.1.4 Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

30.5.1.5 Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. 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.

30.5.2 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. The American Concrete Institute (ACI) shall certify all personnel performing concrete testing.

30.5.3 Completion Inspection

At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which 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 system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so 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.

30.5.4 Documentation

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. Examples of blank reporting forms are included in the back of this solicitation package. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to 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 for each individual Task Order shall be submitted by the responsible CQC inspectors. 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.

I. 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 daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. 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.

30.5.5 Notification of Non-Compliance

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.

31.0 AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS, AND WARRANTY OF CONSTRUCTION

31.1 SUBMITTAL PROCEDURES

Submittals shall be made in accordance with SECTION SC-10: SUBMITTALS

32.0 SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

32.1 NOTIFICATION FOR PRE-FINAL The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Request for the pre-final shall be made in writing to the Contracting Officer at least 5 days prior to the desired date. For neighbor island jobs, the Contractor shall allow at least two weeks prior to notification.

32.2 PRE-FINAL INSPECTION Discrepancies noted will be furnished by the Government inspector to the Contracting Officer. The Contracting Officer 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. As-builts, real property data, warranties, manuals, etc., may be turned-in at time of final inspection.

32.3 NOTIFICATION FOR FINAL INSPECTION When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer or his duly authorized representative at least 2 days prior to the desired date.

32.4 FINAL INSPECTION The final inspection will be performed with the Contractor by the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity. Discrepancies noted will be corrected within the time specified by the Contracting Officer.

33.0 AS-BUILT FIELD DATA

33.1 GENERAL The contractor shall keep at the construction site a complete set of full size blueline prints or drawings/sketches, reproduced at contractor expense. 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 additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

33.1.1 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.

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

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

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

33.1.5 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication, erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

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

33.1.7 All changes or modifications project start through the final inspection.

33.1.8 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 responsible representative of the Contracting Officer 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.

33.2.1 Submittal of the As-built Field Data: The As-built Field Data shall be submitted to the Contracting Officer and his/her authorized representatives for review and approval five working days prior to the final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 10 calendar days of receipt.

33.2.2 As Built Drawings: These drawings shall be provided at the same standard and quality as the design drawings and shall incorporate all As-Built Field Data.

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

34.0 LIST OF EQUIPMENT-IN-PLACE

34.1 LIST OF REQUIREMENTS Contractor shall submit for approval, at the completion of construction, a list of equipment-in-place. 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. A sample form showing minimum data required is provided at the end of this section. The EQUIPMENT-IN-PLACE list shall be comprised of all equipment falling under one or more of the following classifications:

34.1.1. Each piece of equipment listed on the mechanical equipment schedules.

34.1.2. Each electrical panel, switchboard, and MCC panel.

34.1.3. Each transformer.

34.1.4. Each piece of equipment or furniture designed to be movable.

34.1.5. Each piece of equipment that contains a manufacturer's serial number on the name plate.

34.2 OPERATION AND MAINTENANCE MANUALS

34.2.1 General: The Contractor shall provide Operation and Maintenance (O&M) manuals for the complete facility as applicable under this contract, including all Contractor furnished and installed equipment, systems and materials. Included herein are requirements for compiling and submitting the O&M data.

34.2.2 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 and Detection, Security; and Architectural/General. 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 (see paragraph Binders).

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

34.2.2.2 Four complete bound copies of the final O&M data as approved shall be required. The requirement for four copies of the O&M manual shall supersede and replace any requirements for a lesser amount of manuals which may be indicated in some specifications.

34.2.2.3 O&M Manual and Data Submittal: To establish and assure uniform O&M manual format, the Contractor shall submit and receive Contracting Officer approval on one complete system prior to submissions for remaining systems.

34.2.2.4 The Contracting Officer will require 10 calendar days for review of submitted O&M manual(s) or data.

34.2.2.5 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 Contracting Officer to hold or adjust the retained percentage in accordance with Contract Clause, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training and/or acceptance testing, the final O & M data must be approved by the Contracting Officer prior to the scheduling of the training and/or testing.

34.3 BINDERS

34.3.1 Construction and Assembly: Manuals shall be 3 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 (3) inches thick and designed for 8-1/2 x 11 inch paper.

34.3.2 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.

34.3.3 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.

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

34.3.5 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.

34.3.6 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, tab numbers, etc., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed fly leaf 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.

34.4 WARRANTIES In addition to the general warranty required by the contract, the O&M manuals shall include any specific warranties required by other sections of the TECHNICAL SPECIFICATIONS and other warranties normally provided with the particular piece of equipment or system. Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted. The O&M manuals shall also include a specific warranty section itemizing all standard and extended warranty items. The warranty list shall contain the information indicated below. Warranties will not begin until the facility is accepted by the Government. Copy of warranty shall be included in the manual.

WARRANTY INFORMATION

Project Title Contract Number

General Contractor's Name, Phone Number

34.5 ITEM DESCRIPTION START DATE END DATE O & M REFERENCE LOCATION

(In alphabetical order)

Descriptive Name,

Manufacturer's/
Warrantor's Name,
Address & Phone No.

34.5.1 Utility systems shall cover file items required by the specific specification section.

34.5.2 Architectural/General O&M Data shall include the following:

34.5.2.1 Building Products, Applied Materials, and Finishes: Include product data with catalog number, size, composition, and color and texture designations. Provide information for reordering custom manufactured products. Data shall include, but not be limited to, information on carpet, floor tile, vinyl wall finishes, builder's hardware, etc.

34.5.2.2 Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

34.5.2.3 Additional Requirements: As specified in individual specification sections.

34.5.2.4 Data Identification: Catalog data shall be marked to clearly identify pertinent data by highlighting the data with pointers or crossing out all non-pertinent data.

34.5.2.5 Drawings: All drawings in the manuals shall be of such size that will require only one fold made right to left. All larger size drawings shall be inserted into a separate pocket in the required location in the manual. All drawings shall be of microfilm quality.

34.5.2.6 Posted Data: The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by the TECHNICAL SPECIFICATIONS sections. The data shall consist of as-built schematics of all wiring, controls, piping, etc., as necessary for the operation of the equipment or system, and a condensed typewritten description of the system. The posted data may include approved shop drawings, layout drawings, riser, and block diagrams and shall indicate all necessary interrelation with other equipment and systems. The data may be presented in one or several frames, under glass or sheet acrylic glazing, for clarity and convenience of location. The framed data presentation and outline shall be acceptable to and posted at locations designated by the Contracting Officer. The data shall be posted prior to requesting the final inspection.

34.5.2.7 Framed Instructions: Typewritten instructions, framed under glass or sheet acrylic glazing, explaining equipment or system prestart checkout, startup, operations and shutdown procedures, safety precautions, preventive maintenance procedures, and normal operation checks for satisfactory performance of the equipment of systems shall be posted in conjunction with the posted data. The framed instructions may be presented in one or several frames for clarity and convenience of location. The instruction presentation and outline shall be acceptable to the Contracting Officer prior to posting and shall be posted at locations designated by the Contracting Officer. All framed instructions shall be posted prior to requesting the final inspection.

34.5.3 Payment: Approval and acceptance of the final O&M manuals shall be accomplished before final payment is made to the Contractor.

34.5.4 Checklist: Contractor shall complete and initial a copy of the O&M Manual Check List which is shown in the "Instructions and Information for Contractors" manual and forward it along with Eng. Form 4025 as part of the O&M Manual submittal to the Contracting Officer for Approval.

35.0 EVALUATION OF CONTRACTOR PERFORMANCE

35.1 EVALUATION OF PERFORMANCE UPON COMPLETION In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated upon completion of each Task Order of \$100,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. Additionally, an annual performance evaluation will be prepared prior to the exercise of an option or termination of the contract.

36.0 CONTINUING CONTRACTS Funds are not available at the inception of this contract to cover the entire contract price. Available funds will be identified by issuance of individual task orders. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

- 36.1 Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs 36.4 and 36.9 below.
- 36.2 The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.
- 36.3 If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.
- 36.4 No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.
- 36.5 Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.
- 36.6 An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.
- 36.7 If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.
- 36.8 If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.
- 36.9 The term "Reservation" means monies that have been set aside and made available for payments under this contract.
- 37.0 CONSTRUCTION LABOR AGREEMENT Contractors are given the opportunity to participate in the Construction Labor Agreement for the Department of Energy Sites, but participation is not mandatory.
- 38.0 CONTINUING CONTRACTS Funds are not available at the inception of this contract to cover the entire contract price.

Available funds will be identified by issuance of individual task orders. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsor will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs 36.4 and 36.9 below.

The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

The term "Reservation" means monies that have been set aside and made available for payments under this contract.

- 39.0 CONSTRUCTION LABOR AGREEMENT Contractors are given the opportunity to participate in the Construction Labor Agreement for the Department of Energy Sites, but participation is not mandatory.

EXHIBITS

EXHIBIT A PROTOTYPICAL PROJECT
Project Information
Project Drawing Information
Master Specifications Information

EXHIBIT B PERFORMANCE SELF ASSESSMENT QUESTIONNAIRE FORMAT**EXHIBIT B****PERFORMANCE SELF ASSESSMENT QUESTIONNAIRE**

Provide the following information requested in this format for each of the three- five projects/contracts being described. Provide frank, concise comments regarding YOUR PERFORMANCE on the contracts you identify. Use as much space as required.

A. Offeror Name (Company/Division):

B. Project/Contract Title:

C. Contract Specifics:

1. Description of Effort as _____ Prime or _____ Subcontractor
2. Contract Number _____
3. Original Contract \$ Value _____ Current/Final Contract \$ Value _____
4. If the two amounts for 3 above are different, provide a brief description of the reason:

5. Completion Date:
 1. Original Date: _____
 2. Current Schedule _____
 3. Estimate/Final Completion _____
 4. How many times Changed _____
 5. Primary cause for Change _____

D. Primary Government Points of Contact: (Please provide current information on all three individuals):

If information is for a Non-Government contract please provide at least two points of contact with titles and relationship to project. For example, A&E and Inspector or Owner,

Project Manager/Engineer: _____

Contracting Officer/Contract Administrator: _____

Contracting Officer Representative (COR)/Inspector: _____

E. Indicate and highlight portions considered most relevant to current acquisition. . For each of the applicable factors under the evaluation areas in Section 00120, illustrate how your experience on this project applies to that factor.

F. Address any technical (or other) area about this program considered unique.

G. Applicable to all offerors - Describe your compliance with Small Business Concerns requirements.

H. Specify by name any key individual(s) and major subcontractors utilized who participated in this contract and are proposed to support the instant acquisition. Include information on and their relationship, if any, to the execution of project should a contract be awarded to your firm. Also, indicate their contractual roles for both acquisitions.

I. Other Past Performance Considerations (OPTIONAL): Information relevant to the contract being discussed: Effectiveness of value engineering (VEC) proposals (Provide a brief description; impact on cost, schedule, efficiency or quality; contract number; name and phone number of customer benefiting from the VEC). Professional/Industry awards (Identify award type, date of award and copy of certificate if applicable). Letters of appreciation, recognition

or commendations. Unique skills and accomplishments (Explain unique skills and/or accomplishments and provide supporting information for verification).

End of Questionnaire Requirements

EXHIBIT C SUBCONTRACT CONSENT FORM

EXHIBIT C

SUBCONTRACTOR/TEAMING PARTNER CONSENT FORM FOR THE RELEASE OF PAST AND PRESENT PERFORMANCE INFORMATION TO THE PRIME CONTRACTOR

Past performance information concerning subcontractors and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontractor/teaming partner past and present performance information to the prime during exchanges. In an effort to assist the Government in assessing your past performance relevancy and confidence, we request that the following consent form be completed by the major subcontractors/teaming partners identified in your proposal. The completed consent forms should be submitted in your proposal as part of your Past Performance information.

SAMPLE

Date

Mr. Lannie L. Summers
Contracting Officer

We are currently participating as a (subcontractor/teaming partner) with (prime contractor or name of entity providing proposal) in responding to the Nashville District U.S. Army Corps of Engineers Request for Proposal W912P5-04-R-0004 for the construction multiple award task order contract (MATOC).

We understand that the Government is placing increased emphasis on past performance in order to obtain best value in source selections. In order to facilitate the performance confidence assessment process we are signing this consent form to allow you to discuss our past and present performance information with the prime contractor during the source selection process.

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

EXHIBIT D REFERENCE IDENTIFICATION FORMS**EXHIBIT D
REFERENCE IDENTIFICATION FORM****SUBMITTED IN RESPONSE TO
W912P5-04-R-0012****Construction Multiple Award Task Order Contract (MATOC)
Department of Energy, National Nuclear Security Administration, Y-12 Facility, Oak Ridge, TN**

Instructions to offerors: Complete, (type or print) information below on a separate form for each contract discussed on the Past Performance Self Assessment Questionnaire as well as the additional contracts list required by the solicitation. This form may also be used to provide reference contact information on Subcontractors when required. In obtaining references the Government may use this form to identify you or your proposed subcontractor to your listed references. For commercial references include personnel with duties similar to those requested for Government contracts. **NOTE:** Points of contact and telephone numbers for construction awards, customer letters of commendation, etc., should be included in your proposal with the item provided.

ABOUT YOU THE OFFEROR AND OR PROPOSED SUBCONTRACTOR

(If reference is for a Subcontractor be sure to include offeror's name and Prime Contractor information if different than Offeror.)

OFFEROR NAME:

SUBCONTRACTOR NAME: (if applicable)

ADDRESS/DIVISION:

POC NAME:

PHONE/FAX/EMAIL

REFERENCE FOR: () Same as above () Other: Explain:

ABOUT THE REFERENCE YOU ARE PROVIDING

PROJECT TITLE**

Contract number

Date of award and date of completion

Location

Dollar amount

Brief Description of work and your role in the referenced contract.:

Contracting Officer (Name, Title, Telephone, FACSIMILE AND EMAIL)

Technical Manager (Name, Title, Telephone, FACSIMILE AND EMAIL)

**If Subcontractor Reference and name of Prime contractor for this project is different than offeror on this solicitation include the following:
Prime Contractor, POC, (Name, Title, Telephone, FACSIMILE AND EMAIL)

SUBMITTAL REGISTER

<p>CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY:(Attach list of items of equipment either idle or working as appropriate)</p>	
a. _____	±
b. _____	±
c. _____	±
d. _____	±
e. _____	±
f. _____	±
g. _____	±
<p>1. WORK PERFORMED TODAY: (Indicate location and description of work performed refer to work by prime and/or subcontractors by letter in table above)</p>	
<p>2. TYPE AND RESULTS OF INSPECTION: (Indicate whether: P- Preparatory, I - Initial, or F - Follow-up and include satisfactory work completed or deficiencies with action to be taken.):</p>	
<p>3. TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMED AND RESULTS OF TESTS:</p>	

4. **VERBAL INSTRUCTIONS RECEIVED:** *(List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)*

5. **REMARKS:** *(Cover any conflicts in plans, specifications or instructions; acceptability of incoming materials ; offsite surveillance activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same. Note if a Preparatory or Initial Phase Meeting was held, and attach a copy of the checklist.)*

5. a. **REQUESTS FOR INFORMATION:** *(Note that there is an RFI attached to this daily report, assign a control number and attach a sheet to this report which fully describes the RFI , and recommends a solution if applicable.)*

RFI Attached ; Control Number = _____

5. b. **ENVIRONMENTAL QUALITY CONTROL**
 Environmental Quality Control Requirements are in place and have been checked? Yes; Not Applicable
 Have any endangered species been encountered? Yes; No
(If Yes, attach required reports in accordance with Section ENVIRONMENTAL PROTECTION!)

5. c. **VISITORS TO THE SITE** *(List the name of all official visitors to the site and who they represent i.e. State DEP, OSHA)*

6. **SAFETY:** *(Include all infractions of the accident prevention plan; COE Safety and Health Requirements Manual, EM 385-1-1; or instructions from Government QA personnel. Describe corrective actions taken.)*

Safety meeting held today? Yes, No (If Yes, state the subject and report number of personnel in attendance)

Safety meeting subject: _____

Number of Contractor personnel attending = _____ Number of subcontractor personnel attending = _____

Name of Reporting QC Inspector/s:

Signature & Date: _____

CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in compliance with the contract except as noted above.

Contractor's QC System Manager/ Authorized Representative

PREPARATORY PHASE CHECKLIST

Date Preparatory Meeting Held:

Contract No.: _____ Spec. Sect. & Para.:

Title: _____ Dwg. No.:

MAJOR DEFINABLE SEGMENT OF WORK:

A. PERSONNEL PRESENT:

<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
<u>1.</u>		
<u>2.</u>		
<u>3.</u>		
<u>4.</u>		

(List additional personnel on attached sheet)

B. HAS EACH SPEC. PARAGRAPH AND DRAWING AND SHOP DRAWING DETAIL BEEN STUDIED:

Yes ___ No

C. TRANSMITTALS INVOLVED: Yes ___ No

<u>NUMBER & ITEM</u>	<u>CODE</u>	<u>CONTRACTOR/GOVT. APPROVAL</u>
<u>1.</u>		
<u>2.</u>		
<u>3.</u>		
<u>4.</u>		
<u>5.</u>		
<u>6.</u>		

C-I. Have all items involved been approved? Yes ___ No

If No, list items:

D. ARE ALL MATERIALS ON HAND? Yes ___ No

D-I. Have all materials been checked for contract compliance against approved shop drawings? Yes ___ No

D-II. Items not on hand or not in accordance with transmittals:

- 1.
- 2.
- 3.
- 4.

E. TESTS REQUIRED IN ACCORDANCE WITH CONTRACT REQUIREMENTS:

TEST PARAGRAPH

- 1.
- 2.
- 3.

F. ACCIDENT PREVENTION PREPLANNING - HAZARD CONTROL MEASURES:

F-I. Applicable Outlines (Attach completed copies):

- 1.
- 2.
- 3.
- 4.

F-II. Operational Equipment Checklists:

ATTACHED FOR:

- 1.
- 2.
- 3.

ON FILE FOR:

- 1.
- 2.
- 3.

G. HAVE PROCEDURES FOR ACCOMPLISHING WORK BEEN REVIEWED WITH APPROPRIATE PEOPLE? Yes ___ No

H. HAS ALL PRELIMINARY WORK BEEN ACCOMPLISHED IN ACCORDANCE WITH CONTRACT REQUIREMENTS AND IS THIS SEGMENT OF WORK READY TO START? Yes ___ No

H-I. Explain any problems:

Quality Control Representative

INITIAL PHASE CHECKLIST

Contract No. _____ Date:

Spec. Para:

Description and Location of Work Inspected:

REFERENCE CONTRACT DRAWINGS:

A. PERSONNEL PRESENT:

<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
<u>1.</u>		
<u>2.</u>		
<u>3.</u>		
<u>4.</u>		
<u>5.</u>		
<u>6.</u>		

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS. Yes ___ No

If not, explain:

C. PROCEDURES AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENT OF THE CONTRACT SPECIFICATIONS.

Yes ___ No

If not, explain:

D. WORKMANSHIP IS ACCEPTABLE. Yes ___ No

State areas where improvement is needed:

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN:

Quality Control Representative

FINAL/PRE-FINAL INSPECTION CHECKLIST

1. Contract Number _____

2. Contractor:

3. Project:

4. Date of (Final) (Pre-Final) Inspection:

5. Names and Positions of all Participants:

_____, CQC System Manager
 _____, Government's QA Representative

6. Topics Reviewed:

Yes No N/A Initials

- a. All submittals received and approved?
- b. All payroll received?
- c. All measured quantities have been correctly measured in the field?
- d. Are all parties in agreement with final measured quantities?
- e. Are all change orders finalized? If "no" the date set for final negotiations is _____.
- f. Is warranty received and correct?
- g. (Final) (Pre-Final) log received?
- h. As-built drawings received?
- i. Is work per plans and Specifications?
- j. Is performance rating complete?
- k. Is safety rating complete?
- l. Was project turned over to beneficial occupant (keys, utilities, manuals, acceptance)?
- m. Final Inspection date set for _____.

ACTIVITY _____ ANALYZED BY/DATE _____ REVIEWED BY/DATE _____

PRINCIPAL STEPS	POTENTIAL HAZARDS	RECOMMENDED CONTROLS	
EQUIPMENT TO BE USED	INSPECTION REQUIREMENTS	TRAINING REQUIREMENTS	

DAVIS BACON WAGE RATES

General Decision Number: TN030001 03/12/2004

Superseded General Decision Number: TN020001

State: **Tennessee**

Construction Type: Building

County: **Anderson** County, **Tennessee**.

BUILDING CONSTRUCTION PROJECTS (does not including residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number Publication Date

0	06/13/2003
1	01/16/2004
2	02/13/2004
3	02/27/2004
4	03/12/2004

* ASBE0046-001 03/01/2004

	Rates	Fringes
Asbestos/Insulator Worker.....	\$ 20.65	7.50

Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.

BOIL0453-001 01/01/2004

	Rates	Fringes
Boilermaker.....	\$ 25.18	12.91

BRTN0003-001 05/01/2000

	Rates	Fringes
Bricklayer; Marble Mason; Stonemason; Tile Setter; & Terrazzo worker.....	\$ 20.62	1.75

CARP1002-001 05/03/1999

	Rates	Fringes
Carpenter.....	\$ 18.56	4.21
Pile Driver.....	\$ 18.81	4.21

CARP1544-001 05/01/2000

	Rates	Fringes
Millwright.....	\$ 18.77	4.95

ELEC0270-001 01/01/2004

	Rates	Fringes
Cable splicer.....	\$ 23.86	4.0%+5.03
Electrician.....	\$ 22.10	4.0%+5.03

 ELEC0270-002 01/01/2004

ANDERSON

	Rates	Fringes
Line Construction (Oak Ridge A.E.C. Area & Oak Ridge Townsite)		
CABLE SPLICER.....	\$ 23.86	5.03+4.0%
GROUNDMAN.....	\$ 13.86	5.03+4.0%
LINEMAN.....	\$ 22.10	5.03+4.0%
SPECIAL EQUIPMENT OPERATOR.....	\$ 22.10	5.03+4.0%

 ELEC0760-002 06/01/2003

ANDERSON COUNTY (EXCLUDING OAKRIDGE):

	Rates	Fringes
Cable splicer.....	\$ 19.31	3.75%+6.60
Electrician.....	\$ 18.81	3.75%+6.60

 ELEC0760-003 01/01/2004

LINE CONSTRUCTION:

ANDERSON COUNTY (Excluding Oakridge)

	Rates	Fringes
Line Construction - Cable Splicer.....	\$ 19.06	5.15+3.75%
Line Construction - Equipment Operator.....	\$ 18.56	5.15+3.75%
Line Construction - Groundman.....	\$ 14.85	5.15+3.75%
Truck Driver.....	\$ 11.50	5.15+3.75%
Truck Driver - Winch.....	\$ 13.00	5.15+3.75%

 ELEV0064-001 04/08/2002

	Rates	Fringes
Elevator Mechanic		
Mechanic.....	\$ 22.365	7.455+a
a. SEVEN PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day., Vacation Pay Credit: Employer contributes 8% of the basic hourly rate for employees with 5 years or more of service, or 6% of the basic hourly rate for employees with 6 months to 5 years of service.		

 ENGI0917-001 05/01/2002

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 19.21	5.60
GROUP AA.....	\$ 20.80	5.60
GROUP B.....	\$ 17.74	5.60
GROUP C.....	\$ 14.43	5.60
GROUP D.....	\$ 13.01	5.60
GROUP AA: Fixed or hydraulic boom cranes, side boom tractors, cherry pickers, tower cranes, cab operated overhead cranes		

GROUP A: Backhoes, Cableways, Ross Carrier, Clamshells, Cranes, Derricks, Draglines, Tournapulls, Pans, Scrapers, Scoops, Etc., Head Tower Machines, Locomotives (over 20 tons), Shovels, Mechanics, Winch Trucks with A-Frame, Skinner Scoops, Locomotive Cranes, Overhead Cranes, Pile Drivers, Skid Rigs, Euclid Loaders, Hoist (any size handling steel or stone), Derrick Boats, Engines used in connection with hoist material with an attached device on lower or Engine, Mucking Machines, Hi-Lifts or End Loaders, Finished Graders, Skylift, Gradall, Dozers, Earth Augers and Pole Machine Operators, Core Drill and Foundation Drills, Greaser.

GROUP B: Tractors, Farm-Type Tractors with attachments, Central Compressor Plants, Elevators used for hoisting building Material, Central Mixing Plants, Hoist, Pump Crete Machines, Concrete Pumps, Trenching Machines, Backfiller (other than cranes), Crushing Plant Operators, Elevating Graders, Paving Machine Operators (Blacktop), Fork-lift, Paving Machines (concrete), Boat Operator or Engineer (30 tons or over), Tracmobile, Maintainers, Blacktop Rollers, Switchman, Locomotive (under 20 tons).

GROUP C: Asphalt Plant Operators, Barber Green Type Loaders, Engine Tender other than Stear, Mixers (over 2 bags not to include Central Plants), Pumps (2 or more), Rollers, Sub-Grader Machine, Tractors, Farm-Type Tractors without attachments, Cable Head Tower Engineman, Dredge Booster Pump Operator, Boat Operator or Engineer (under 30 tons), Finishing Machine, Fireman and Oiler combination, Motor Crane Oiler and Driver, Heaters (stationary or portable), Compressors (portable - 2 or more), or Fuel Trucks.

GROUP D: Air Compressor (1 portable), Fireman, Portable Crushers, Welding Machines (1 portable), Conveyors, Pump (1), Heater (1).

IRON0384-001 05/01/2003

	Rates	Fringes
Ironworker.....	\$ 18.71	7.29

LABO0818-001 05/01/2000

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 12.37	3.33
GROUP 2.....	\$ 12.57	3.33
GROUP 3.....	\$ 13.17	3.33

GROUP 1: Construction laborer

GROUP 2: Acetylene Burner, Air Tool Operator, Asphalt Raker, Chain Saw Operator and Filer, Flagger, Form Setter and Stripper, Grade man, Jackhammer, Mason Tender, Mortar Mixer, Pipelayer, Potman, Power Buggies, Plasterer Tender, Vibrator, Snakeman, Tamper and Compactor, Yarner, All Power Driven Tool Operators.

GROUP 3: Blaster, Powderman, Cassion Hole Man, Chuck Tender, Concrete Gun Operator - Nozzleman, Tunnel Laborer, Tunnel Miner, Wagon Drill Operator.

PAIN0437-001 05/01/2001

	Rates	Fringes
Painter, Drywall Finisher & Glazier.....	\$ 18.57	5.10

PLAS0078-001 05/01/2000

	Rates	Fringes
Cement Mason.....	\$ 18.83	.09

PLUM0102-001 05/01/2002

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 20.35	6.73

ROOF0228-001 05/01/2000

	Rates	Fringes
Rofer.....	\$ 15.73	.38

* SFTN0669-001 01/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 21.25	8.70

SHEE0005-003 05/01/2003

	Rates	Fringes
Sheet metal worker.....	\$ 21.64	3%+5.28

TEAM0519-001 05/01/2000

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 11.42	a
GROUP 2.....	\$ 12.14	a
GROUP 3.....	\$ 12.56	a

GROUP 1: Warehouseman
 GROUP 2: Forklift driver
 GROUP 3: Truck Driver

FOOTNOTE: a. Employer contributes \$118.00 per week to Health & Welfare and \$85.00 per week to Pension also \$.03 per hour to CIAF and \$.03 to CALM program.

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION