

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
---------------------	------	----	-------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY	CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICIATION NO.
		9B. DATED <i>(SEE ITEM 11)</i>
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 11)</i>
CODE		FACILITY CODE

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>	<i>(Signature of Contracting Officer)</i>

Item 14. Continued.

#### **CHANGES TO THE BIDDING SCHEDULE**

1. Replace the Bidding Schedule with the accompanying new Bidding Schedule, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028."

#### **CHANGES TO THE CONTRACT CLAUSES**

2. Replace SECTION 00700 CONTRACT CLAUSES with the accompanying new SECTION 00700 CONTRACT CLAUSES, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028."

#### **CHANGES TO THE SPECIFICATIONS (VOLUME I - DINING HALL)**

3. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028:"

SECTION 01368 SPECIAL PROJECT PROCEDURES FOR FORT HOOD

4. Deleted Section – Delete the following section:

SECTION 01010 SPECIAL PROJECT REQUIREMENTS

#### **CHANGES TO THE SPECIFICATIONS (VOLUME II - BARRACKS AND CENTRAL PLANT)**

5. Replacement Section - Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028:"

SECTION 15650 CENTRAL REFRIGERATED AIR-CONDITIONING SYSTEM

#### **CHANGES TO THE DRAWINGS**

6. Replacement Drawings.- Replace the drawings listed below with the attached new drawings(s) of the same number, bearing the notation "AM #0001":

c07\_1.cal Seq 7 C-7 LAYOUT PLAN I (BASE BID + OPTION #2)  
c07a\_1.cal Seq 7A C-7A LAYOUT PLAN I (BASE BID)  
c07b\_1.cal Seq 7B C-7B LAYOUT PLAN I (BASE BID + OPTION #1)  
c08\_1.cal Seq 8 C-8 LAYOUT PLAN II  
c09\_1.cal Seq 9 C-9 GRADING PLAN I (BASE BID + OPTION #2)  
c09a\_1.cal Seq 9A C-9A GRADING PLAN I (BASE BID)  
c09b\_1.cal Seq 9B C-9B GRADING PLAN I (BASE BID + OPTION #1)  
c10\_1.cal Seq 10 C-10 GRADING PLAN II  
c11\_1.cal Seq 11 C-11 UTILITY PLAN I  
c12\_1.cal Seq 12 C-12 UTILITY PLAN II  
ad08\_1.cal Seq 52 AD-08 DINING - WALL SECTIONS I  
ad09\_1.cal Seq 53 AD-09 DINING - WALL SECTIONS II  
ad10\_1.cal Seq 54 AD-10 DINING - REFLECTED CEILING PLAN  
ad16\_1.cal Seq 60 AD-16 DINING - MISCELLANEOUS DETAILS II

fp03\_1.cal Seq 116 FP-3 FIRE ALARM / DETECTION / SUPPRESSION PLAN  
eu03\_1.cal Seq 121 EU3 ELECTRICAL DEMOLITION PLAN II  
eu12\_1.cal Seq 130 EU12 ELECTRICAL EXTERIOR DETAILS V  
mb02\_1.cal Seq 202 MB-02 HVAC DEMOLITION PLAN - FIRST FLOOR  
mb10\_1.cal Seq 210 MB-10 MECHANICAL SCHEDULES AND LEGEND  
mb15\_1.cal Seq 215 MB-15 LARGE SCALE HVAC PLAN - FIRST FLOOR ADMINISTRATION AREA  
mb17\_1.cal Seq 217 MB-17 LARGE SCALE HVAC PLAN - SECOND FLOOR  
mc01\_1.cal Seq 232 MC-01 DEMOLITION PLAN - BUILDINGS 9215, 9216, 9217 & 9218  
mc03\_1.cal Seq 234 MC-03 MECHANICAL SCHEDULES AND LEGEND  
mc04\_1.cal Seq 235 MC-04 UNDERGROUND CHILLED WATER DISTRIBUTION PIPING SITE PLAN  
mc06\_1.cal Seq 237 MC-06 HVAC PLAN - CENTRAL CHILLER PLANT BLDG. 9417  
mc07\_1.cal Seq 238 MC-07 SECTION AND PIPING SCHEMATIC - CENTRAL CHILLER PLANT BLDG. 9417  
mc08\_1.cal Seq 239 MC-08 HVAC PIPING SCHEMATIC / DETAIL - CENTRAL CHILLER PLANT BLDG. 9417  
mc17\_1.cal Seq 248 MC-17 PLUMBING PLAN - CENTRAL CHILLER PLANT BLDG. 9417

END OF AMENDMENT

Barracks Rebuild, 9200 Block, PN 22611 (Project)  
Fort Hood, Texas (Location)

Solicitation No. DACA63-00-B-0028

BIDDING SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Estimated Cost	Unit Cost	Estimated Amount
BASE BID: All work required by the plans and specifications for rebuilding the barracks and construction a new dining facility.						
0001	Barracks Buildings 9210, 9211, 9213, 9214; complete including all utilities to the 1,524mm (5-ft) line of the buildings		Job	Sum	***	\$ _____
0002	Dining Facility; complete including all utilities to the 1,524mm (5-ft) line of the building		Job	Sum	***	\$ _____
0003	Central Plant; complete including all utilities to the 1,524mm (5-ft) line of the building		Job	Sum	***	\$ _____
0004	Buildings 9215, 9216, 9217, 9218-all work for within the building 1,524mm (5-ft) line.		Job	Sum	***	\$ _____
0005	Drilled Piers					
0005AA	457mm (18-In.) Drilled Piers	500	LF	\$ _____		\$ _____
0005AB	610mm (24-In.) Drilled Piers	4,800	LF	\$ _____		\$ _____
0005AD	762mm (30-In.) Drilled Piers	400	LF	\$ _____		\$ _____
0006	Hazardous Waste		Job	Sum	***	\$ _____
0007	Exterior Site Work; including paving, Utilities, sidewalks, curb & gutter, pavement marking, dumpsters, pavers, demolition and all other work not separately listed.		Job	Sum	***	\$ _____
0008	Final Record Drawings		Job	Sum	***	\$ 66,000.00
BASE BID TOTAL						\$ _____

BIDDING SCHEDULE (cont)

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Estimated Amount
OPTION NO. 1: All work required by the plans and specifications for the construction of the parking lot to the south of the Dining Facility.					
0009	All Work		Job Sum	***	\$_____
OPTION NO. 2: All work required by the plans and specifications for the demolition of Old Park Road and construction of the parking lots to the north and west of the Dining Facility. (See Bidding Schedule Note 8)					
0010	All Work		Job Sum	***	\$_____
OPTION NO. 3: All work required by the plans and specifications for the construction of the pavilions and landscaping.					
0011	All Work		Job Sum	***	\$_____
OPTION NO. 4: All work required by the plans and specifications for the relocation of Building 926.					
0012	All Work		Job Sum	***	\$_____
OPTION NO. 5: All work required by the plans and specifications for the installation of the ceiling fans in the Barracks.					
0013	All Work		Job Sum	***	\$_____
OPTION NO. 6: All work required by the plans and specifications for the replacement of the Barracks floor slabs including 3 feet of soil.					
0014	All Work		Job Sum	***	\$_____
BASE BID PLUS ALL OPTIONS					\$_____

NOTES:

1. ARITHMETIC DISCREPANCIES: (1989 JUL)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

(1) Obviously misplaced decimal points will be corrected;

(2) Discrepancy between unit price and extended price, the unit price will govern;

BIDDING SCHEDULE (cont)

NOTES (cont)

(3) Apparent errors in extension of unit prices will be corrected; and

(4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purposes of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These Correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. Bidders must bid on all items.

4. Costs attributable to Division 01 - General Requirements are assumed to be prorated among bid items listed.

5. Responders are advised that this requirement may be delayed, canceled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Services.

6. For the purpose of this solicitation, the word "item" shall be considered to mean "schedule" as used in Provision 52,214-0019, CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION, in Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, excluding additives, deductives or options

7. EXERCISE OF OPTIONS (SWDR 715-1-1)

The Government reserves the right to exercise the option(s) for up to 90 calendar days after award of the Base Bid without an increase in the Offeror's Bid Price. Completion of added options shall continue at the same schedule as the Base Bid unless otherwise noted in the CONSTRUCTION SCHEDULE, paragraph 1.1 entitled SCHEDULE.

8. Option No. 2 will not be awarded unless Option No. 1 is awarded.

BIDDING SCHEDULE (cont)

NOTES (cont)

9. Abbreviations

For the purposes of this solicitation, the units of measure are represented as follows:

LF (Linear Feet)  
In (Inches)  
mm (Millimeter)

END OF BIDDING SCHEDULE

**SECTION 00700  
CONTRACT CLAUSES**

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

(End of clause)

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

- (i) The base fee established in the contract at the time of contract award;
  - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

52.203-12            **LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**  
(JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-  
CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

**252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)**

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than see section 001000. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)**

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of [Contracting Officer insert amount] for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) 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.

(End of clause)

**52.211-13 TIME EXTENSIONS (APR 1984)**

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work 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 so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING.  
(OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

**52.217-5 EVALUATION OF OPTIONS (Jul 1990)**

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

(End of provision)

**52.219-2 EQUAL LOW BIDS. (OCT 1995)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

---

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)**

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women 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, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

(c) Definitions. As used in this contract (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) 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.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) 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

(iv) 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).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which 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

(ii) 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 HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)--ALTERNATE I (JAN 1999).

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether HUBZone small business concerns were solicited and, if not, why not;
- (C) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (D) Whether women-owned small business concerns were solicited and, if not, why not; and
- (E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.*

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded—

- (1) Protege firms which are qualified organizations employing the severely handicapped; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis ;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) 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; and
- (4) 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

(b) 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. (JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(c) Withholding for unpaid wages and liquidated damages. 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 any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this 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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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.

(d) 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.

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.

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

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.

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.

(2) 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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

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.

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.

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).

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

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 (FEB 1999)

(a) 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 subparagraphs (b)(1) through (11) of this clause. Upon request,

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(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.

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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)

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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).

**52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**

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

All employment openings includes 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.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

“recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing 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.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, 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 system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system 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, Guam, and the Virgin Islands.

(e) 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 disabled veterans and veterans of the Vietnam era, 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. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and 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 the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) 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.

(g) 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. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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 DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(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."

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - (2) 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);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under 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);
  - (4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or
  - (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

52.225-5 TRADE AGREEMENTS (APR 2000)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

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

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

- (i) Textiles and apparel articles that are subject to textile agreements;
- (ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;
- (iii) Tuna, prepared or preserved in any manner in airtight containers;
- (iv) Petroleum, or any product derived from petroleum; and
- (v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

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 end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article 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 article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Implementation. This clause implements the Trade, Agreements Act (19 U.S.C. 2501, et seq.) and the North American Free Trade Agreement Implementation Act of 1993, (NAFTA) (19 U.S.C. 3301 note), by restricting the acquisition of end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.,

(c) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of clause)

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

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

Component means any article, material, or supply incorporated directly into construction materials.

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 end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

North American Free Trade Agreement country means Canada or Mexico.

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

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

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program 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 or Balance of Payments Program.

(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 or Balance of Payments Program 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 or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(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.... ..

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

Domestic construction material... ..

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

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

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)

(a) Definitions.

As used in this clause--

(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.

(2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c) (1) The restriction in paragraph (b) of this clause does not apply to the extent that—

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial items manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.

(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000)

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies,

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).  
(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.227-13 PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (JAN 1997)

(a) Definitions. "Invention," as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention," as used in this clause, means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocations of principal rights. (1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention, except to the extent that rights are retained by the Contractor under subparagraph (b)(2) and paragraph (d) below.

(2) Greater rights determinations. (i) The Contractor, or an employee-inventor after consultation with the Contractor, may retain greater rights than the nonexclusive license provided in paragraph (d) below, in accordance with the procedures of paragraph 27.304-1(a) of the Federal Acquisition Regulation (FAR). A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Head of the Contracting Agency or designee at the time of the first disclosure of the invention pursuant to subparagraph (e)(2) below, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract normally shall be subject to paragraph (c) below, and to the reservations and conditions deemed to be appropriate by the Head of the Contracting Agency or designee.

(ii) Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention in any country for which the Contractor has retained title.

(iii) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(c) Minimum rights acquired by the Government. (1) With respect to each subject invention to which the Contractor retains principal or exclusive rights, the Contractor agrees as follows:

(i) The Contractor hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced each subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency).

(ii) The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(A) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(B) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(C) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(D) Such action is necessary because the agreement required by paragraph (i) of this clause has neither been obtained nor waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(iii) The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with subdivision (ii) above. To the extent data or information supplied under this section is considered by the Contractor, its licensee, or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it will not disclose such information to persons outside the Government.

(iv) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(v) The Contractor agrees to provide for the Government's paid-up license pursuant to subdivision (i) above in any instrument transferring rights in a subject invention and to provide for the granting of licenses as required by subdivision (ii) above, and for the reporting of utilization information as required by subdivision (iii) above, whenever the instrument transfers principal or exclusive rights in a subject invention.

(2) Nothing contained in this paragraph (c) shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor. (1) The Contractor is hereby granted a revocable nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in subparagraph (e)(2) below. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and agency licensing regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(4) When the Government has the right to receive title, and does not elect to secure a patent in a foreign country, the Contractor may elect to retain such rights in any foreign country in which the Government elects not to secure a patent, subject to the Government's rights in subparagraph (c)(1) of this clause.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(e) Invention identification, disclosures, and reports. (1) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor shall promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(3) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and stating that all subject inventions have been disclosed (or that there are not such inventions) and that the procedures required by subparagraph (e)(1) above have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(4) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (2) above.

(5) The Contractor agrees subject to FAR 27.302(i) that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (e)(1) and (4) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (e)(1) above;

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

- (ii) Disclose any subject invention pursuant to subparagraph (e)(2) above;
- (iii) Deliver acceptable interim reports pursuant to subdivision (e)(3)(i) above; or
- (iv) Provide the information regarding subcontracts pursuant to subparagraph (h)(4) below.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (e)(2) above, and acceptable final report pursuant to subdivision (e)(3)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts. (1) The Contractor shall include this clause (suitably modified to identify the parties) in all subcontracts, regardless of tier, for experimental, developmental, or research work. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(i) Preference for United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Government upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2            ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5            INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11           PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

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

(i) For contracts subject to the Miller Act, the later of--

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

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

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

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

(A) 90 days following final payment; or

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

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

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

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

Issue Date \_\_\_\_\_

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

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

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

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

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

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

Sincerely,

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

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

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

(Date) \_\_\_\_\_

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

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

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

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

Gentlemen:

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

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

ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

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

Sincerely,

\_\_\_\_\_  
[Confirming financial institution]

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

SIGHT DRAFT

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

(Date) \_\_\_\_\_

[Name and address of financial institution]

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

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

By: \_\_\_\_\_

(End of clause)

AM#1 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JULY 2000)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.* (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee

provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
401 14th Street, NW, 2nd Floor, West Wing  
Washington, DC 20227.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

**52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)—EFARS**

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

**52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)**

(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.)

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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) Payments to subcontractors and suppliers have been made from previous payments received under the contract, 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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered 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 section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

days, unless otherwise specified. (However, see subparagraph (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 shall be 14 days after receipt of the payment request by the designated billing office. 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 shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received 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, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(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 shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. 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 shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(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 subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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., prompt payment discount 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 be notified in the event of a defective invoice.

(viii) For payments described in subdivision (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) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed 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 interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based 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 following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays 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. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(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 include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(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 subparagraph (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 subparagraph (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 subdivision (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 subparagraph (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 subdivision (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 subparagraph (e)(6) of this clause--

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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 subdivision (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 subdivision (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. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), 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 United States is a party. The United States 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 United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

**52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(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 payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 10 days after award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(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. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, 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.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(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) 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 provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. 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 provided 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 in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)—EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: NONE

(End of clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

**52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**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.

**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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

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.

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.

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.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

permit any act that will interfere with the performance of work by any other contractor or by Government employees.

**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.

**52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

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

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

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

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.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

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.

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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.

252.236-7000      MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

- (i) Material;
- (ii) Labor;
- (iii) Equipment;
- (iv) Subcontracts; and
- (v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

52.237-2            PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13            BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(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.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

252.245-7001      **REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

(a) The Contractor shall provide an annual report --

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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.

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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points ;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL \_\_\_\_\_

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

52.248-3            VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

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

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

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

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

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

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
  - (i) In deliverable end item quantities only; or
  - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for
  - (i) the affected portions of the existing contract requirement and
  - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

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

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

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

- (i) 45 percent for fixed-price contracts or
- (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

- (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.

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.

**ACCOMPANY AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-00-B-0028**

(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.

**52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS**

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

SECTION 01368

SPECIAL PROJECT PROCEDURES FOR FORT HOOD  
08/2000

PART 1 GENERAL

1.1 FORT HOOD AIRFIELDS

Contractors performing work under this contract may use airfields at Fort Hood with prior written notification and approval, providing:

a. All requests for Installation Airfield use shall be coordinated through the Office of the Commander, Installation Airfields, AFZF-DPC-AC, Hood Army Airfield, Fort Hood, TX 76544, telephone (254) 287-4266/5838.

b. Potential users shall submit completed DA Forms 5205-R (Certificate of Insurance), 5206-R (Civil Aircraft Landing Permit), and 5207-R (Hold Harmless Agreement). Forms are available through the Point of Contact (POC) mentioned in paragraph (a) above. User requests and specified forms shall be submitted at least 60 days before the first intended landing.

1.2 DIGGING PERMITS

The Contractor shall obtain digging permits directly from the Fort Hood Post DPW before any drilling, digging, or excavation is undertaken. Provide a completed form FHT 420-X10, Coordination for Land Excavation, to the DPW building 4612, Fort Hood, Texas for each permit. Allow 20 days for Government review of digging permit requests. A digging permit for a specified area of excavation expires 30 days after the issue date; Contractor must re-apply for a new permit to perform excavation in the area if the excavation was not started within the 30-day period. Permits will identify all underground utilities within 1500 mm (5 feet) of the designated area. Contractor shall be responsible for all repairs, costs, and damages due to excavating without permit or damaging an identified utility. Unidentified utilities shall be repaired by the Contractor at Government expense.

1.3 CONDITIONS FOR USE OF FORT HOOD LANDFILL

Use of the Fort Hood Municipal Solid Waste Landfill, located at the intersection of Turkey Run Road and Clark Road, by the Contractor is subject to the operating requirements imposed on the landfill by the Landfill Operating Permit. All waste delivered to the landfill will be inspected by the landfill operating Contractor for materials that are not authorized in the landfill. Trucks that contain unauthorized waste will be diverted for removal of the unauthorized material before being allowed to proceed to the working facility to dump their load. Landfill operating hours are 0730-1700 Monday through Friday and 0730-1400 on Saturday. Questions concerning landfill policy and procedures may be answered by calling the landfill at 532-2256.

The following classes of materials are not authorized in the Fort Hood

Municipal Solid Waste Landfill and will be diverted as described below:

**Recycle Materials:** Cardboard and paperboard, light metal, aluminum and steel containers, paper, and plastic containers. Trucks entering the landfill with recyclable materials will be directed to a series of roll-off containers located at the entrance to the landfill for removal of the materials. Contractor/Transporters will be responsible for removing the unauthorized materials from the load and placing them in the properly marked container before proceeding to dump their load.

**Compost Materials:** Untreated wood, branches, shrubs, grass, woodchips, unserviceable or odd sized pallets should be separated from the refuse load and delivered to the Fort Hood Compose Center located across Turkey Run Road from the landfill.

**Clean Fill Material and Inert Constructions and Demolition Wastes:** Soil, sand, sod, rock, clean masonry, brick, concrete, and pavement. These materials are not accepted at the landfill. Trucks containing the materials must be disposed of as directed by the Contracting Officer (KO) or the KO's Authorized representative.

**Salvageable Items:** Tires, white goods and appliances, bulk scrap metal, lead-acid batteries, and engine and machine parts. Salvageable items should be delivered to DRMO Bldg. 4286, located at 80th St and Tank Destroyer Blvd, phone 287-2723, Monday-Thursday, 0730-1300.

**Serviceable Pallets:** Serviceable pallets are to be delivered to Post Recycling Center Bldg. 4621, located at 65th St. and Railhead Dr., phone 287-6732, Monday-Friday, 0730-1600.)

**Freon:** Freon shall be collected in 50 pound retrievable containers and turned in to DPW supply, Bldg. 4406, 77th and Warehouse, phone 288-2383, Monday-Thursday, 0630-1700. An empty container will be furnished upon turn-in of the full container. Each container must be labeled (R-12, R-22, etc.) and shall not be mixed. If Freon is unintentionally mixed, the Contractor shall properly label the container as mixed and inform the DPW supply of the suspected mixture.

**Regulated Waste:** Regulated wastes such as liquid waste, fluorescent light bulbs, oil filters, ordinance, explosives, pressurized gases, PCB ballasts, paints, solvents, antifreeze, pesticides, herbicides, radioactive material, and biohazardous material are not accepted at the landfill. Regulated waste shall be delivered to the DPW Waste Classification Unit, Bldg. 1345, located at 37th and North Ave., phone 288-SNAP, Monday-Friday, 0800-1600, unless otherwise specified in the Contract. **All turn-ins are by appointment only.** Call the DPW Classification Unit, 288-7627, to schedule an appointment. The DPW Classification Unit can help contractors with containers, packing procedures, waste classifications, and state notification.

**Asbestos:** Generator manifests must be obtained from the DPW Waste Classification Unit, Bldg. 1345, located at 37th and North Ave, phone 288-7627, Monday-Friday, 0800-1600. The transporter must have two originally signed manifests and then give the landfill 24 hours prior notice, phone 532-2256. Delivery of asbestos containing material (ACM), friable and non-friable, must be made prior to 1200 on the day of delivery. All ACM must be double bagged, in an enclosed trailer, off-loaded by hand

and the driver must have two originally signed manifests. One large bundle is not acceptable due to the possibility of bag breakage upon off-loading and disposal activities. Non-friable ACM that has been damaged or has the potential of being damaged by offloading, grinding, cutting, sanding, disposal or other invasive actions must also be double bagged.

**Special Wastes:** Properly characterized special wastes including fuel (TPH) contaminated soils (<1500 ppm), and demolition debris contaminated with lead paint (TCLP <5.0 mg/L) are allowed in the landfill. Documentation of all characterization tests must be provided to the Fort Hood DPW Waste Classification Unit and the landfill manager a minimum 48 hours prior to delivery of the material to the landfill. The Transporter must have a properly completed manifest at the time of delivery to the landfill. Copies of the Landfill's Waste Acceptance Plan, which contains specific requirements for disposal of the materials may be obtained from DPW Environmental, phone 287-8713; DPW Services, phone 287-9606 or 288-7842; or the Landfill Operating Contractor, phone 532-2256.

The requirements of this clause are not intended to limit the Contractor's rights; the Contractor may dispose of recyclable, salvageable, regulated materials in any lawful manner the Contractor chooses outside of Fort Hood boundaries to the extent allowed by other contract provisions.

#### 1.3.1 Landfill Permit

Contractor shall complete the attached Landfill Permit and give copies, laminated or inserted in page protectors, to drivers so that the drivers could leave them in their trucks. Drivers can just hand the permit to the scale operator at the landfill rather than having to remember all information.

#### 1.4 CUSTOMER SERVICE INSPECTIONS

##### 1.4.1 Certification Requirements

*The Rules and Regulations for Public Water Systems* (TNRCC publication number RG-193) require a customer service inspection certification before providing continuous water service for the following conditions: New construction involving plumbing or mechanical systems; or Material improvement, correction, or addition to plumbing or mechanical systems.

##### 1.4.2 Inspection

The Customer Service Inspection certifies that for work done under this contract:

- A. No direct connection between the public drinking water supply and a potential source of contamination exists;
- B. No cross-connection between the public drinking water supply and a private water system exists;
- C. No connection exists which would allow the return of water used for condensing, cooling industrial processes back to the public water supply;
- D. No pipe or pipe fitting which contains more than 8.0 percent lead

exists in private water distribution facilities installed on or after July 1, 1988; or

- E. No solder or flux which contains more than 0.2 percent lead exists in private water distribution facilities installed on or after July 1, 1988.

#### 1.4.3 Inspection Personnel

Customer Service Inspections must be performed by personnel meeting the requirements described in the *Rules and Regulations for Public Water Systems*.

Examples are individuals licensed by the Plumbing Examiners Board (Licensed Plumbers or Plumbing Inspectors) or Certified Waterworks Operators and members of other water-related professional groups who hold an endorsement granted by the commission or its designated agent (have been to the 10 hour training approved by TNRCC).

#### 1.4.4 Inspection Certification Form

Original copies of the Customer Service Inspection Certification shall be provided to the Contracting Officers Representative prior to final inspection and acceptance. A sample form is provided at the end of this section.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

**LANDFILL PERMIT**  
US ARMY Corps of Engineers

COE POC and telephone phone number: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract completion date or end of authorization date: \_\_\_\_\_

Building or areas affected (i.e., Soldier's Development Center):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

Contractor POC and phone (i.e. someone on site that can get immediate action): \_\_\_\_\_

**CUSTOMER SERVICE INSPECTION CERTIFICATION**

Fort Hood Texas Public Water System

Location of Service: \_\_\_\_\_

I, \_\_\_\_\_, upon inspection of the water distribution facilities connected to the aforementioned Fort Hood water supply do hereby certify that, to the best of my knowledge:

- |   | Compliance | Non-compliance |
|---|------------|----------------|
| 1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with TNRCC regulations.  | _____      | _____          |
| 2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester | _____      | _____          |
| 3. No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.   | _____      | _____          |
| 4. No pipe or pipe fitting which contains more than 8.0 percent lead exists in Private water distribution facilities installed on or after July 1, 1988.  | _____      | _____          |
| 5. No solder or flux which contains more than 0.2 percent lead exists in private Water distribution facilities installed on or after July 1, 1988.  | _____      | _____          |

Water service shall not be provided or restored to the private water distribution facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service Lines	Lead_____	Copper_____	PVC_____	Other_____
Solder	Lead_____	Lead Free_____	Solvent Weld_____	Other_____

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

_____ Signature of Inspector	_____ Registration Number	_____ Date
_____ Title	_____ Type of Registration	

-- End of Section --

SECTION 15650

CENTRAL REFRIGERATED AIR-CONDITIONING SYSTEM

07/92

AMENDMENT NO. 0001

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI 450	(1993) Water-Cooled Refrigerant Condensers, Remote Type
ARI 460	(1994) Remote Mechanical-Draft Air-Cooled Refrigerant Condensers
ARI 480	(1995) Refrigerant-Cooled Liquid Coolers, Remote Type
ARI 495	(1993) Refrigerant Liquid Receivers
ARI ANSI/ARI 550	(1992) Centrifugal or Rotary Screw Water-Chilling Packages
ARI 560	(1992) Absorption Water Chilling and Water Heating Packages
ARI 575	(1994) Method of Measuring Machinery Sound Within an Equipment Space
ARI ANSI/ARI 590	(1992) Positive Displacement Compressor Water-Chilling Packages
ARI 700	(1995; Apx C) Specifications for Fluorocarbon and Other Refrigerants
ARI ANSI/ARI 710	(1995) Liquid-Line Driers
ARI ANSI/ARI 720	(1997) Refrigerant Access Valves and Hose Connectors
ARI 740	(1995) Refrigerant Recovery/Recycling Equipment
ARI 750	(1994) Thermostatic Refrigerant Expansion Valves
ARI 760	(1994) Solenoid Valves for Use with Volatile Refrigerants

## AMERICAN BEARING MANUFACTURERS ASSOCIATION (ABEMA)

ABEMA ANSI B3.15/ABEMA Std 9 (1990) Load Ratings and Fatigue Life for Ball Bearings

ABEMA ANSI B3.16/ABEMA Std 11 (1990) Load Ratings and Fatigue Life for Roller Bearings

## AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI S1.13 (1995) Methods for the Measurement of Sound Pressure Levels

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 47 (1990; R 1995) Ferritic Malleable Iron Castings

ASTM A 47M (1990; R 1996) Ferritic Malleable Iron Castings (Metric)

ASTM A 48 (1994a) Gray Iron Castings

ASTM A 48M (1994) Gray Iron Castings (Metric)

ASTM A 53 (1997) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ASTM A 106 (1997a) Seamless Carbon Steel Pipe for High-Temperature Service

ASTM A 123/A 123M (1997a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A 153/A 153M (1995) Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM A 181/A181M (1995b) Carbon Steel Forgings for General-Purpose Piping

ASTM A 183 (1983; R 1990) Carbon Steel Track Bolts and Nuts

ASTM A 193/A 193M (1997a) Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service

ASTM A 234/A 234M (1997) Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service

ASTM A 307 (1994) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength

ASTM A 334/A 334M (1996) Seamless and Welded Carbon and Alloy-Steel Tubes for Low-Temperature Service

ASTM A 536	(1984; R 1993) Ductile Iron Castings
ASTM A 733	(1993) Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples
ASTM B 32	(1996) Solder Metal
ASTM B 62	(1993) Composition Bronze or Ounce Metal Castings
ASTM B 75	(1997) Seamless Copper Tube
ASTM B 88	(1996) Seamless Copper Water Tube
ASTM B 88M	(1996) Seamless Copper Water Tube (Metric)
ASTM B 117	(1997) Operating Salt Spray Fog Apparatus
ASTM B 280	(1995a) Seamless Copper Tube for Air Conditioning and Refrigeration Field Service
ASTM B 650	(1995) Electrodeposited Engineering Chromium Coatings on Ferrous Substrates
ASTM B 813	(1993) Liquid and Paste Fluxes for Soldering Applications of Copper and Copper Alloy Tube
ASTM C 67	(1996) Sampling and Testing Brick and Structural Clay Tile
ASTM C 534	(1994) Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form
ASTM D 520	(1984; R 1995) Zinc Dust Pigment
ASTM D 596	(1991; R 1995) Reporting Results of Analysis of Water
ASTM D 1384	(1996) Corrosion Test for Engine Coolants in Glassware
ASTM D 1784	(1996) Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D 2000	(1996) Rubber Products in Automotive Applications
[AM#0001]	
ASTM D 2241	(1996b) Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
ASTM D 3308	(1997) PTFE Resin Skived Tape

ASTM E 84	(1996a) Surface Burning Characteristics of Building Materials
ASTM F 104	(1993) Nonmetallic Gasket Materials
ASTM F 1199	(1988, R 1993) Cast (All Temperature and Pressures) and Welded Pipe Line Strainers (150 psig and 150 degrees F Maximum)
ASTM F 1200	(1988, R 1993) Fabricated (Welded) Pipe Line Strainers (Above 150 psig and 150 degrees F)

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)

ASHRAE 15	(1994) Safety Code for Mechanical Refrigeration
ASHRAE 34	(1992; Addenda a-j) Number Designation and Safety Classification of Refrigerants
ASHRAE 64	(1995) Methods of Testing Remote Mechanical-Draft Evaporative Refrigerant Condensers

ASME INTERNATIONAL (ASME)

ASME B1.20.1	(1983; R 1992) Pipe Threads, General Purpose (Inch)
ASME ANSI/ASME B16.5	(1996; B16.5a) Pipe Flanges and Flanged Fittings NPS 1/2 thru NPS 24
ASME ANSI/ASME B16.9	(1993) Factory-Made Wrought Steel Buttwelding Fittings
ASME B16.11	(1996) Forged Fittings, Socket-Welding and Threaded
ASME B16.18	(1984; R 1994) Cast Copper Alloy Solder Joint Pressure Fittings
ASME B16.21	(1992) Nonmetallic Flat Gaskets for Pipe Flanges
ASME B16.22	(1995; B16.22a) Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
ASME B16.26	(1988) Cast Copper Alloy Fittings for Flared Copper Tubes
ASME B16.39	(1986; R 1998) Malleable Iron Threaded Pipe Unions Classes 150, 250, and 300
ASME B31.1	(1995; B31.1a; B31.1b; B31.1c) Power Piping

ASME B31.5	(1992; B31.5a) Refrigeration Piping
ASME B40.1	(1991) Gauges - Pressure Indicating Dial Type - Elastic Element
ASME BPV VIII Div 1	(1998) Boiler and Pressure Vessel Code; Section VIII, Pressure Vessels Division 1 - Basic Coverage
ASME BPV IX	(1998) Boiler and Pressure Vessel Code; Section IX, Welding and Brazing Qualifications
ASME ANSI/ASME PTC 23	(1986; Addenda 1992, R 1992) Atmospheric Water Cooling Equipment

## AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C606	(1997) Grooved and Shouldered Joints
AWWA C900	(1997; C900a Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In., for Water Distribution
AWWA C905	(1997) Polyvinyl Chloride (PVC) Water Transmission Pipe, Nominal Diameters 14 In. Through 36 In.

## AMERICAN WELDING SOCIETY (AWS)

AWS A5.8	(1992) Filler Metals for Brazing and Braze Welding
AWS D1.1	(1996) Structural Welding Code - Steel

## CALIFORNIA REDWOOD ASSOCIATION (CRA)

CRA-01	(1997) Standard Specifications for Grades of California Redwood Lumber
--------	--

## COOLING TOWER INSTITUTE (CTI)

CTI ACT-105 Vol 1 Code	(1997) Acceptance Test Code
CTI Std-103	(1994) The Design of Cooling Towers with Redwood Lumber
CTI Std-111	(1986) Gear Speed Reducers
CTI Std-114	(1996) The Design of Cooling Towers with Douglas Fir Lumber
CTI Std-134	(1996) Plywood for Use in Cooling Towers
CTI Std-137	(1994) Fiberglass Pultruded Structural Products for Use in Cooling Towers

CTI WMS-112 (1986) Pressure Preservative Treatment of Lumber

EXPANSION JOINT MANUFACTURERS ASSOCIATION (EJMA)

EJMA Stds (1993; Addenda 1995; Errata 1996) EJMA Standards

HYDRAULIC INSTITUTE (HI)

HI 1.1-1.5 (1994) Centrifugal Pumps

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS SP-25 (1998) Standard Marking System for Valves, Fittings, Flanges and Unions

MSS SP-58 (1993) Pipe Hangers and Supports - Materials, Design and Manufacture

MSS SP-67 (1995) Butterfly Valves

MSS SP-69 (1996) Pipe Hangers and Supports - Selection and Application

MSS SP-70 (1998) Cast Iron Gate Valves, Flanged and Threaded Ends

MSS SP-71 (1997) Cast Iron Swing Check Valves, Flanges and Threaded Ends

MSS SP-72 (1992) Ball Valves with Flanged or Butt-Welding Ends for General Service

MSS SP-78 (1998) Cast Iron Plug Valves, Flanged and Threaded Ends

MSS SP-80 (1997) Bronze Gate, Globe, Angle and Check Valves

MSS SP-85 (1994) Cast Iron Globe & Angle Valves, Flanged and Threaded Ends

MSS SP-110 (1996) Ball Valves Threaded, Socket Welding, Solder Joint, Grooved and Flared Ends

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 250 (1991) Enclosures for Electrical Equipment (1000 Volts Maximum)

NEMA ICS 1 (1993) Industrial Control and Systems

NEMA ICS 2 (1993) Industrial Control and Systems Controllers, Contactors, and Overload

Relays Rated Not More Than 2,000 Volts AC  
or 750 Volts DC

NEMA MG 1 (1993; Rev 1; Rev 2; Rev 3) Motors and  
Generators

NEMA SM 23 (1991) Steam Turbines for Mechanical Drive  
Service

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 37 (1998) Installation and Use of Stationary  
Combustion Engines and Gas Turbines

NFPA NFPA 54/ANSI Z223.1 (1996; Errata) National Fuel Gas Code

NFPA 90A (1996) Installation of Air Conditioning  
and Ventilating Systems

NFPA 214 (1996) Water-Cooling Towers

NFPA 255 (1996) Method of Test of Surface Burning  
Characteristics of Building Materials

SOCIETY OF AUTOMOTIVE ENGINEERS (SAE)

SAE J 537 (1996) Storage Batteries

UNDERWRITERS LABORATORIES (UL)

UL 1236 (1994; Rev thru Dec 1997) Battery Chargers  
for Charging Engine-Starter Batteries

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)

WWPA Grading Rules (1995; Supple Nos. 1 thru 5) Western  
Lumber Grading Rules 95

## 1.2 SYSTEM DESCRIPTION

This specification section covers the provisions and installation procedures necessary for a complete and totally functional central refrigerated air-conditioning system as defined herein.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Central Refrigerated Air-Conditioning System; GA.

Manufacturer's catalog data, at least 5 weeks prior to beginning construction, shall be highlighted to show model #, size, options,

performance charts and curves, etc. in adequate detail to demonstrate compliance with contract requirements. Data shall include manufacturer's recommended installation instructions and procedures. Data shall be adequate to demonstrate compliance with contract requirements as specified within the paragraphs:

- a. Refrigeration System
- b. System Components
- c. Accessories
- d. Cooling Tower
- e. Piping Components

If vibration isolation is specified for a unit, vibration isolator literature shall be included containing catalog cuts and certification that the isolation characteristics of the isolators provided meet the manufacturer's recommendations.

Water Treatment System; GA.

Six complete copies, at least 5 weeks prior to the purchase of the water treatment system, of the proposed water treatment plan including a layout, control scheme, a list of existing make-up water conditions including the items listed in Paragraph Water Analysis, a list of chemicals, the proportion of chemicals to be added, the final treated water conditions, and a description of environmental concerns for handling the chemicals.

Spare Parts; FIO.

Spare parts data for each different item of material and equipment specified, after approval of the detail drawings and not later than 3 months prior to the date of beneficial occupancy. The data shall include a complete list of parts and supplies, with source of supply.

Qualifications; FIO.

Three copies of qualified procedures, and list of names and identification symbols of qualified welders and welding operators, prior to non-factory welding operations.

SD-04 Drawings

Central Refrigerated Air-Conditioning System ; FIO

Drawings, at least 5 weeks prior to beginning construction, shall provide adequate detail to demonstrate compliance with contract requirements. Drawings shall consist of:

- a. Equipment layouts which identify assembly and installation details.
- b. Piping layouts which identify all valves and fittings.
- c. Plans and elevations which identify clearances required for maintenance and operation.
- d. Wiring diagrams which identify each component individually and all interconnected or interlocked relationships between components.

- e. Foundation drawings, bolt-setting information, and foundation bolts prior to concrete foundation construction for all equipment indicated or required to have concrete foundations.
- f. Details, if piping and equipment are to be supported other than as indicated, which include loadings and type of frames, brackets, stanchions, or other supports.

#### SD-06 Instructions

Posted Instructions; FIO.

Posted instructions, at least 2 weeks prior to construction completion, shall include equipment layout, wiring and control diagrams, piping, valves and control sequences, and typed condensed operation instructions. The condensed operation instructions shall include preventative maintenance procedures, methods of checking the system for normal and safe operation, and procedures for safely starting and stopping the system. The posted instructions shall be framed under glass or laminated plastic and be posted where indicated by the Contracting Officer.

#### SD-07 Schedules

Factory Tests; FIO.

Schedules, at least 2 weeks prior to the factory test, which identify the date, time, and location for each test. Schedules shall be submitted for the Chiller Performance Test. The Chiller Performance Test schedule shall also allow the witnessing of the test by a Government Representative.

Tests; FIO.

Test schedules, at least 2 weeks prior to the start of related testing, for each of the field tests, the system performance tests, and the condenser water quality tests. The schedules shall identify the date, time, and location for each test.

Demonstrations; FIO.

A schedule, at least 2 weeks prior to the date of the proposed training course, which identifies the date, time, and location for the training.

#### SD-08 Statements

Verification of Dimensions; FIO.

A letter, at least 2 weeks prior to beginning construction, including the date the site was visited, conformation of existing conditions, and any discrepancies found.

#### SD-09 Reports

Factory Tests; FIO.

Six copies of the report shall be provided in bound 8 1/2 x 11 inch booklets. Reports shall certify the compliance with performance requirements and follow the format of the required testing standard for the

Chiller Performance Tests. Test report shall include certified calibration report of all test instrumentation. Calibration report shall include certification that all test instrumentation has been calibrated within 6 months prior to the test date, identification of all instrumentation, and certification that all instrumentation complies with requirements of the test standard. Test report shall be submitted 1 week after completion of the factory test.

Field Tests; FIO.

Six copies of the report shall be provided in bound 8 1/2 x 11 inch booklets. Reports shall document all phases of tests performed during the Water Pipe Testing, and the Cooling Tower Tests. The report shall include initial test summaries, all repairs/adjustments made, and the final test results.

System Performance Tests; FIO.

Six copies of the report shall be provided in bound 8 1/2 x 11 inch booklets. The report shall document compliance with the specified performance criteria upon completion and testing of the system. The report shall indicate the number of days covered by the tests and any conclusions as to the adequacy of the system. The report shall also include the following information and shall be taken at least three different times at outside dry-bulb temperatures that are at least 5 degrees F apart:

- a. Date and outside weather conditions.
- b. The load on the system based on the following:
  - (1) The refrigerant used in the system.
  - (2) Condensing temperature and pressure.
  - (3) Suction temperature and pressure.
  - (4) Running current, voltage and proper phase sequence for each phase of all motors.
  - (5) The actual on-site setting of all operating and safety controls.
  - (6) Chilled water pressure, flow and temperature in and out of the chiller.
  - (7) The position of the capacity-reduction gear at machine off, one-third loaded, one-half loaded, two-thirds loaded, and fully loaded.

Condenser Water Quality Tests; FIO.

Test reports, each month for a period of one year after project completion, in bound 8 1/2 x 11 inch booklets. The reports shall identify the chemical composition of the condenser water. The reports shall also include a comparison of the manufacturer's recommended operating conditions for the cooling tower and condenser in relation to the condition of the condenser water. Any required corrective action shall be documented within the report.

Inspections; FIO.

Six copies of an inspection report, at the completion of one year of service, in bound 8 1/2 x 11 inch booklets. The report shall identify the condition of each cooling tower and condenser. The report shall also include a comparison of the condition of the cooling tower and condenser with the manufacturer's recommended operating conditions. The report shall identify all actions taken by the Contractor and manufacturer to correct deficiencies during the first year of service.

#### SD-13 Certificates

Central Refrigerated Air-Conditioning System; FIO.

Where the system, components, or equipment are specified to comply with requirements of AGA, NFPA, ARI, ASHRAE, ASME, or UL, 1 copy of proof of such compliance shall be provided. The label or listing of the specified agency shall be acceptable evidence. In lieu of the label or listing, a written certificate from an approved, nationally recognized testing organization equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of the specified agency may be submitted. When performance requirements of this project's drawings and specifications vary from standard ARI rating conditions, computer printouts, catalog, or other application data certified by ARI or a nationally recognized laboratory as described above shall be included. If ARI does not have a current certification program that encompasses such application data, the manufacturer may self certify that his application data complies with project performance requirements in accordance with the specified test standards.

#### SD-19 Operation and Maintenance Manuals

Operation Manual; GA.

Six complete copies of an operation manual in bound 8 1/2 x 11 inch booklets listing step-by-step procedures required for system startup, operation, abnormal shutdown, emergency shutdown, and normal shutdown at least 4 weeks prior to the first training course. The booklets shall include the manufacturer's name, model number, and parts list. The manuals shall include the manufacturer's name, model number, service manual, and a brief description of all equipment and their basic operating features.

Maintenance Manual; GA.

Six complete copies of maintenance manual in bound 8 1/2 x 11 inch booklets listing routine maintenance procedures, possible breakdowns and repairs, and a trouble shooting guide. The manuals shall include piping and equipment layouts and simplified wiring and control diagrams of the system as installed.

Water Treatment System; GA.

Six complete copies of operating and maintenance manuals for the step-by-step water treatment procedures. The manuals shall include testing procedures used in determining water quality.

#### 1.4 QUALIFICATIONS

Piping shall be welded in accordance with the qualified procedures using performance qualified welders and welding operators. Procedures and welders shall be qualified in accordance with ASME BPV IX. Welding procedures qualified by others, and welders and welding operators qualified by another employer may be accepted as permitted by ASME B31.1. The Contracting Officer shall be notified 24 hours in advance of tests and the tests shall be performed at the work site if practical. The welder or welding operator shall apply his assigned symbol near each weld he makes as a permanent record. Structural members shall be welded in accordance with Section 05090 WELDING, STRUCTURAL.

#### 1.5 SAFETY REQUIREMENTS

Exposed moving parts, parts that produce high operating temperature, parts which may be electrically energized, and parts that may be a hazard to operating personnel shall be insulated, fully enclosed, guarded, or fitted with other types of safety devices. Safety devices shall be installed so that proper operation of equipment is not impaired. Catwalk, ladder, and guardrail shall be provided where indicated and in accordance with Section 05500 MISCELLANEOUS METAL.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

All equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

#### 1.7 PROJECT/SITE CONDITIONS

##### 1.7.1 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing any work.

##### 1.7.2 Drawings

Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings, and accessories that may be required. The Contractor shall carefully investigate the plumbing, electrical, structural and finish conditions that would affect the work to be performed and shall arrange such work accordingly, furnishing required offsets, fittings, and accessories to meet such conditions.

### PART 2 PRODUCTS

#### 2.1 STANDARD PRODUCTS

Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of such products, which are of a similar material, design and workmanship. The standard products shall have been in satisfactory commercial or industrial use for two years prior to bid opening. The two-year use shall include applications of equipment and materials under similar circumstances and of similar size. The two years experience shall be satisfactorily completed by a product which has been

sold or is offered for sale on the commercial market through advertisements, manufacturer's catalogs, or brochures. Products having less than a two-year field service record shall be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturer's factory tests, can be shown. All products shall be supported by a service organization. The Contractor shall submit a certified list of qualified permanent service organizations for support of the equipment which includes their addresses and qualifications. These service organizations shall be reasonably convenient to the equipment installation and shall be able to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

## 2.2 NAMEPLATES

Each major component of equipment shall have the manufacturer's name, address, type or style, and catalog or serial number on a plate securely attached to the item of equipment. As a minimum, nameplates shall be provided for:

- a. Liquid-Chilling Package(s)
- b. Compressor(s)
- c. Compressor Driver(s)
- d. Condenser(s)
- e. Liquid Cooler(s)
- f. Receiver(s)
- g. Pump(s)
- h. Pump Motor(s)
- i. Cooling Tower(s)
- j. Cooling Tower Gear Drive Assemblies
- k. Refrigerant Leak Detectors
- l. Expansion Tanks
- m. Air Separator Tanks

## 2.3 ELECTRICAL WORK

Electrical equipment, motors, motor starters, and wiring shall be in accordance with Section 16415 ELECTRICAL WORK, INTERIOR. Electrical motor driven equipment specified shall be provided complete with motors, motor starters, and controls. Electrical characteristics and enclosure type shall be as shown, and unless otherwise indicated, all motors of 1 horsepower and above with open, dripproof, or totally enclosed fan cooled enclosures, shall be high efficiency type. Field wiring shall be in accordance with manufacturer's instructions. Each motor shall conform to NEMA MG 1 and be of sufficient size to drive the equipment at the specified capacity without exceeding the nameplate rating of the motor. Motors shall be continuous duty with the enclosure specified. Motor starters shall be provided complete with thermal overload protection and other appurtenances necessary for the motor control indicated. Motors shall be furnished with a magnetic across-the-line or reduced voltage type starter as required by the manufacturer. Motor starter shall be provided in enclosures constructed in accordance with UL and NEMA 3R enclosures. Manual or automatic control and protective or signal devices required for the operation specified and any control wiring required for controls and devices specified, but not shown, shall be provided.

## 2.4 SELF-CONTAINED LIQUID CHILLER

Unless necessary for delivery purposes, units shall be assembled, leak-tested, charged (refrigerant and oil), and adjusted at the factory. In lieu of delivery constraints, a chiller may be assembled, leak-tested, charged (refrigerant and oil), and adjusted at the job site by a factory representative. Unit components delivered separately shall be sealed and charged with a nitrogen holding charge. Unit assembly shall be completed in strict accordance with manufacturer's recommendations. Chiller shall operate within capacity range and speed recommended by the manufacturer. Parts weighing 50 pounds or more which must be removed for inspection, cleaning, or repair, such as motors, gear boxes, cylinder heads, casing tops, condenser, and cooler heads, shall have lifting eyes or lugs. Chiller shall be provided with factory installed insulation on surfaces subject to sweating including the liquid cooler, suction line piping, economizer, and cooling lines. Chiller shall include all customary auxiliaries deemed necessary by the manufacturer for safe, controlled, automatic operation of the equipment. Chiller shall be provided with a single point wiring connection for incoming power supply. Factory installed insulation shall be provided on all suction piping from the evaporator to the compressor and on the liquid cooler shell. Chiller's condenser and liquid cooler shall be provided with marine water boxes with flanged connections.

#### 2.4.1 Centrifugal or Rotary Screw Type

Centrifugal chiller shall be constructed and rated in accordance with ARI ANSI/ARI 550. Rotary screw chiller shall be constructed and rated in accordance with ARI ANSI/ARI 550 or ARI ANSI/ARI 590 as applicable. Chiller shall have a minimum full load EER rating of 19.4 and a part load kW/ton rating of 0.58 in accordance with ARI ANSI/ARI 550 or ARI ANSI/ARI 590 as applicable. Chiller shall conform to ASHRAE 15. As a minimum, chiller shall include the following components as defined in paragraph CHILLER COMPONENTS.

- a. Refrigerant and oil
- b. Structural base
- c. Controls package
- d. Centrifugal or rotary screw compressor
- e. Compressor driver, electric motor
- f. Compressor driver connection
- g. Liquid cooler (evaporator)
- h. Water cooled condenser coil
- i. Receiver
- j. Purge system for chillers which operate below atmospheric pressure
- k. Tools

#### 2.5 CHILLER COMPONENTS

##### 2.5.1 Refrigerant and Oil

Refrigerants shall be one of the fluorocarbon gases. Refrigerants shall have number designations and safety classifications in accordance with ASHRAE 34. Refrigerants shall meet the requirements of ARI 700 as a minimum. Refrigerants shall have an Ozone Depletion Potential (ODP) of less than or equal to 0.05.

##### 2.5.2 Structural Base

Chiller and individual chiller components shall be provided with a factory-mounted welded structural steel base or support legs. Chiller and individual chiller components shall be isolated from the building structure by means of vibration isolators with published load ratings. Vibration isolators shall have isolation characteristics as recommended by the manufacturer for the unit supplied and the service intended.

#### 2.5.3 Chiller Refrigerant Circuit

Chiller refrigerant circuit shall be completely piped and factory leak tested. For multicompressor units, not less than 2 independent refrigerant circuits shall be provided. Circuit shall include as a minimum a combination filter and drier, combination sight glass and moisture indicator, liquid-line solenoid valve for reciprocating or scroll units, an electronic or thermostatic expansion valve with external equalizer, charging ports, compressor service valves, and superheat adjustment.

#### 2.5.4 Controls Package

Chiller shall be provided with a complete factory mounted and prewired electric or microprocessor based control system. Controls package shall be unit-mounted which contains as a minimum a digital display or acceptable gauges, an on-auto-off switch, motor starters, power wiring, control wiring, and disconnect switches. Controls package shall provide operating controls, monitoring capabilities, programmable setpoints, safety controls, and EMCS interfaces as defined below.

##### 2.5.4.1 Operating Controls

Chiller shall be provided with the following adjustable operating controls as a minimum.

- a. Leaving chilled water temperature control
- b. Adjustable timer to prevent compressor from short cycling
- c. Automatic lead/lag controls (adjustable) for multiprocessor units
- d. Load limiting
- e. System capacity control to adjust the unit capacity in accordance with the system load and the programmable setpoints. Controls shall automatically re-cycle the chiller on power interruption.

##### 2.5.4.2 Monitoring Capabilities

During normal operations, the control system shall be capable of monitoring and displaying the following operating parameters. Access and operation of display shall not require opening or removing any panels or doors.

- a. Entering and leaving chilled water temperatures
- b. Self diagnostic
- c. Operation status
- d. Operating hours
- e. Number of starts
- f. Compressor status (on or off)

- g. Refrigerant discharge and suction pressures
- h. Condenser water entering and leaving temperatures
- i. Number of purge cycles over the last 7 days

#### 2.5.4.3 Programmable Setpoints

The control system shall be capable of being reprogrammed directly at the unit. No parameters shall be capable of being changed without first entering a security access code. The programmable setpoints shall include the following as a minimum.

- a. Leaving Chilled Water Temperature
- b. Leaving Condenser Water Temperature
- c. Time Clock/Calendar Date

#### 2.5.4.4 Safety Controls with Manual Reset

Chiller shall be provided with the following safety controls which automatically shutdown the chiller and which require manual reset.

- a. Low chilled water temperature protection
- b. High condenser refrigerant discharge pressure protection
- c. Low suction pressure protection
- d. Chilled water flow detection
- e. Motor current overload and phase loss protection
- f. High motor winding temperature protection for hermetic motors
- g. Low oil flow protection

#### 2.5.4.5 Safety Controls with Automatic Reset

Chiller shall be provided with the following safety controls which automatically shutdown the chiller and which provide automatic reset.

- a. Over/under voltage protection
- b. Phase reversal protection
- c. Chilled water flow interlock

#### 2.5.4.6 Remote Alarm

During the initiation of a safety shutdown, the control system shall be capable of activating a remote alarm bell. In coordination with the chiller, the contractor shall provide an alarm circuit (including transformer if applicable) and a minimum 4 inch diameter alarm bell. Alarm circuit shall activate bell in the event of machine shutdown due to the chiller's monitoring of safety controls. The alarm bell shall not sound for a chiller that uses low-pressure cutout as an operating control.

#### 2.5.4.7 Energy Management Control System (EMCS) Interface

The control system shall be capable of communicating all data to a remote integrated DDC processor through a single shielded cable. The data shall include as a minimum all system operating conditions, capacity controls, and safety shutdown conditions. The control system shall also be capable of receiving at a minimum the following operating commands.

- a. Remote Unit Start/Stop
- b. Remote Chilled Water Reset

## c. Remote Condenser Water Reset

## 2.5.5 Compressor(s)

## 2.5.5.1 Rotary Screw Compressor(s)

Compressors shall operate stably for indefinite time periods at any stage of capacity reduction without hot-gas bypass. Provision shall be made to insure proper lubrication of bearings and shaft seals on shutdown with or without electric power supply. Rotary screw compressors shall include:

- a. An open or hermetic, positive displacement, oil-injected design directly driven by the compressor driver. Compressor shall allow access to internal compressor components for repairs, inspection, and replacement of parts.
- b. Rotors which are solid steel forging with sufficient rigidity for proper operation.
- c. A maximum rotor operating speed no greater than 3600 RPM.
- d. Casings of cast iron, precision machined for minimal clearance about periphery of rotors.
- e. A lubrication system of the forced-feed type that provides oil at the proper pressure to all parts requiring lubrication.
- f. Shaft main bearings of the sleeve type with heavy duty bushings or rolling element type in accordance with ABEMA ANSI B3.15/ABEMA Std 9 or ABEMA ANSI B3.16/ABEMA Std 11. Bearings shall be conservatively loaded and rated for an L(10) life of not less than 200,000 hours.
- g. A differential oil pressure or flow cutout to allow the compressor to operate only when the required oil pressure or flow is provided to the bearings.
- h. A temperature- or pressure-initiated, hydraulically actuated, single-slide-valve, capacity-control system to provide minimum automatic capacity modulation from 100 percent to 25 percent.
- i. An oil separator and oil return system to remove oil entrained in the refrigerant gas and automatically return the oil to the compressor.
- j. Crankcase oil heaters controlled as recommended by the manufacturer.

## 2.5.5.2 Centrifugal Compressor(s)

Centrifugal compressors shall be single or multistage, having dynamically balanced impellers, either direct or gear driven by the compressor driver. Impellers shall be over-speed tested at 1.2 times the impeller-shaft speed.

Impeller shaft shall be heat-treated alloy steel with sufficient rigidity for proper operation at any required operating speed. Centrifugal compressors shall include:

- a. Shaft main bearings that are the rolling element type in accordance with ABEMA ANSI B3.15/ABEMA Std 9 or ABEMA ANSI B3.16/ABEMA Std 11, journal type with bronze or babbitt liners, or of the aluminum-alloy one-piece insert type. Bearings shall be rated for an L(10) life of not less than 200,000 hours.
- b. Casing of cast iron, aluminum, or steel plate with split sections gasketed and bolted or clamped together.
- c. Lubrication system of the forced-feed type that provides oil at the proper pressure to all parts requiring lubrication.
- d. Provisions to ensure proper lubrication of bearings and shaft seals prior to starting and upon stopping with or without electric power supply. On units providing forced-feed lubrication prior to starting, a differential oil pressure cutout interlocked with the compressor starting equipment shall allow the compressor to operate only when the required oil pressure is provided to the bearings.
- e. Oil sump heaters controlled as recommended by the manufacturer.
- f. Temperature-or pressure-actuated prerotation vane or suction damper to provide automatic capacity modulation from 100 percent capacity to 10 percent capacity. If operation to 10 percent capacity cannot be achieved without providing hot-gas bypass, then the Contractor shall indicate in the equipment submittal the load percent at which hot gas bypass is required.

#### 2.5.6 Compressor Driver, Electric Motor

Motor shall be the polyphase, induction type conforming to NEMA MG 1. Motors shall be suitable for use with the indicated electrical power characteristics and the type of starter provided. Motor starters shall be the reduced voltage, closed-transition type conforming to NEMA ICS 1 and NEMA ICS 2. Motor starter shall be unit mounted or remote mounted as indicated with starter type, wiring, and accessories coordinated by the chiller manufacturer. Starter shall be able to operate in temperatures up to 120 degrees F.

#### 2.5.7 Compressor Driver Connections

Each machine driven through speed-increasing gears shall be so designed as to assure self-alignment, interchangeable parts, proper lubrication, and minimum of unbalanced forces. Bearings shall be of the sleeve or roller type. Pressure lubrication with pump and cooler shall be provided. Gear cases shall be oil tight. Shaft extensions shall be provided with seals to retain oil and exclude all dust.

#### 2.5.8 Liquid Cooler (Evaporator)

Cooler shall be of the shell-and-coil or shell-and-tube type design. Condenser's refrigerant side shall be designed and factory pressure tested to comply with ASHRAE 15. Condenser's water side shall be designed and factory pressure tested for not less than 150 psi. Cooler shell shall be constructed of seamless or welded steel. Coil bundles shall be totally removable and arranged to drain completely. Tubes shall be seamless

copper, plain, integrally finned with smooth bore or integrally finned with enhanced bore. Each tube shall be individually replaceable. Tubes shall be installed into carbon mild steel tube sheets by rolling. Tube baffles shall be properly spaced to provide adequate tube support and cross flow. Performance shall be based on a water velocity not less than 3 fps nor more than 12 fps and a fouling factor of 0.00025.

#### 2.5.9 Water-Cooled Condenser Coil

Condenser shall be of the shell-and-coil or shell-and-tube type design. Condenser's refrigerant side shall be designed and factory pressure tested to comply with ASHRAE 15. Condenser's water side shall be designed and factory pressure tested for not less than 150 psi. Condensers shall be complete with pressure relief valve or rupture disk, water drain connections, and refrigerant charging valve. Low pressure refrigerant condenser shall be provided with a purge valve located at the highest point in the condenser to purge non-condensibles trapped in the condenser. Condenser shell shall be constructed of seamless or welded steel. Coil bundles shall be totally removable and arranged to drain completely. Tubes shall be seamless copper, plain, integrally finned with smooth bore or integrally finned with enhanced bore. Each tube shall be individually replaceable, except for the coaxial tubes. Tube baffles shall be properly spaced to provide adequate tube support and cross flow. Performance shall be based on water velocities not less than 3 fps nor more than 12 fps and a fouling factor of 0.00025.

#### 2.5.10 Receivers

Liquid receivers not already specified herein as an integral factory-mounted part of a package, shall be designed, fitted, and rated in accordance with the recommendations of ARI 495, except as modified herein. Receiver shall bear a stamp certifying compliance with ASME BPV VIII Div 1 and shall meet the requirements of ASHRAE 15. Inner surfaces shall be thoroughly cleaned by sandblasting or other approved means. Each receiver shall have a storage capacity not less than 20 percent in excess of that required for the fully-charged system. Each receiver shall be equipped with inlet, outlet drop pipe, drain plug, purging valve, relief valves of capacity and setting required by ASHRAE 15, and two bull's eye liquid-level sight glasses. Sight glasses shall be in the same vertical plane, 90 degrees apart, perpendicular to the axis of the receiver, and not over 3 inches horizontally from the drop pipe measured along the axis of the receiver. In lieu of bull's eye sight glass, external gauge glass with metal glass guard and automatic closing stop valves may be provided.

#### 2.5.11 Chiller Purge System

Chillers which operate at pressures below atmospheric pressure shall be provided with a purge system that operates independently of the chiller. Purge system shall automatically remove air, water vapor, and non-condensable gases from the chiller's refrigerant. Purge system shall condense, separate, and return all refrigerant back to the chiller. An oil separator shall be provided with the purge system if required by the manufacturer. Purge system shall not discharge to occupied areas, or create a potential hazard to personnel. Purge system shall include a purge pressure gauge, number of starts counter, and an elapsed time meter. Purge system shall include lights or an alarm which indicate excessive purge or an abnormal air leakage into chiller.

### 2.5.12 Tools

One complete set of special tools as recommended by the manufacturer for field maintenance of the system shall be provided. Tools shall be mounted on a tool board in the equipment room or contained in a toolbox as directed by the Contracting Officer.

## 2.6 ACCESSORIES

### 2.6.1 Pumps

Pumps shall be the electrically driven, non-overloading, centrifugal type which conform to HI 1.1-1.5. Pump capacity, efficiency, and motor size shall be as indicated on the drawings. Pumps shall be selected at or near peak efficiency. Pump curve shall rise continuously from maximum capacity to shutoff. Pump motor shall be totally enclosed and have sufficient horsepower for the service required. Each pump motor shall be equipped with an across-the-line magnetic controller in a NEMA 250, Type 1 enclosure with "START-STOP" switch in the cover.

#### 2.6.1.1 End Suction and Double Suction Pumps

Shaft seal shall be mechanical-seal type for end suction pump and mechanical-seal or stuffing-box type for double suction pump. Impeller shall be statically and dynamically balanced. Each pump casing shall be designed to withstand the discharge head specified plus the static head on system plus 50 percent of the total, but not less than 125 psig. Pump casing and bearing housing shall be close grained cast iron. High points in the casing shall be provided with manual air vents; low points shall be provided with drain plugs. Impeller, impeller wearing rings, glands, casing wear rings, and shaft sleeve shall be bronze. Shaft shall be carbon or alloy steel, turned and ground. Bearings shall be ball-bearings, roller-bearings, or oil-lubricated bronze-sleeve type bearings, and be efficiently sealed or isolated to prevent loss of oil or entrance of dirt or water. Pump and motor shall be mounted on a common cast iron base having lipped edges and tapped drainage openings or structural steel base with lipped edges or drain pan and tapped drainage openings. Pump shall be provided with shaft coupling guard. Close coupled pumps shall be provided with drip pockets and tapped openings. Pump motor shall have the required capacity to prevent overloading with pump operating at any point on its characteristic curve. Pump speed shall not exceed 3,600 rpm, except where the pump head is less than 60 feet of water, the pump speed shall not exceed 1,750 rpm. Pump shall be accessible for servicing without disturbing piping connections.

#### 2.6.1.2 Mechanical Shaft Seals

Seals shall be single, inside mounted, end-face-elastomer bellows type with stainless steel spring, brass or stainless steel seal head, carbon rotating face, and tungsten carbide or ceramic sealing face. Glands shall be bronze and of the water-flush design to provide lubrication flush across the face of the seal. Bypass line from pump discharge to flush connection in gland shall be provided, with filter or cyclone separator in line.

#### 2.6.1.3 Stuffing-Box Type Seals

Stuffing box shall include minimum 4 rows of square, impregnated TFE (Teflon) or graphite cord packing and a bronze split-lantern ring. Packing gland shall be bronze interlocking split type.

#### 2.6.1.4 In-line Pumps

In-line pump shall be non-overloading centrifugal type and have a capacity not less than indicated. Casing and bearing housings shall be cast iron or cast steel. Shaft seal shall be constructed of corrosion-resistant alloy steel, sleeve bearings and glands of bronze designed to accommodate a mechanical seal, and the housing of close-grained cast iron. The motor shall have sufficient power for the service required, shall be of a type approved by the manufacturer of the pump, and shall be suitable for the available electric service. The pump discharge header shall be provided with a pressure switch. Pressure switch unit shall be a self-contained snap action type to indicate fluid pressure. Switch shall be a SPDT with 120-volt, 15-ampere rating.

#### 2.6.2 Expansion Tanks

Expansion tanks shall be welded steel, constructed, tested and stamped in accordance with ASME BPV VIII Div 1 for a working pressure of 125 psig and precharged to the minimum operating pressure. Expansion tanks shall have a replaceable diaphragm and be the captive air type. Tanks shall accommodate expanded water of the system generated within the normal operating temperature range, limiting this pressure increase at all components in the system to the maximum allowable pressure at those components. Each tank air chamber shall be fitted with an air charging valve. Tanks shall be supported by steel legs or bases for vertical installation or steel saddles for horizontal installations. The only air in the system shall be the permanent sealed-in air cushion contained within the expansion tank.

#### 2.6.3 Air Separator Tanks

External air separation tank shall be steel, constructed, tested, and stamped in accordance with ASME BPV VIII Div 1 for a working pressure of 125 psig.

#### 2.6.4 Refrigerant Leak Detector

Detector shall be the continuously-operating, halogen-specific type. Detector shall be appropriate for the refrigerant in use. Detector shall be specifically designed for area monitoring and shall include sampling points installed where indicated. Detector design and construction shall be compatible with the temperature, humidity, barometric pressure and voltage fluctuations of the operating area. Detector shall have an adjustable sensitivity such that it can detect refrigerant at or above 3 parts per million (ppm). Detector shall be supplied factory-calibrated for the appropriate refrigerant(s). Detector shall be provided with an alarm relay output which energizes when the detector detects a refrigerant level at or above the TLV-TWA (or toxicity measurement consistent therewith) for the refrigerant(s) in use. The detector's relay shall be capable of initiating corresponding alarms and ventilation systems as indicated on the drawings. Detector shall be provided with a failure relay output that energizes when the monitor detects a fault in its operation.

#### 2.6.5 Refrigerant Relief Valve/Rupture Disc Assembly

The assembly shall be a combination pressure relief valve and rupture disc designed for refrigerant usage. The assembly shall be in accordance with ASME BPV IX and ASHRAE 15. The assembly shall be provided with a pressure gauge assembly which will provide local indication if a rupture disc is broken. Rupture disc shall be the non-fragmenting type.

#### 2.6.6 Refrigerant Signs

Refrigerant signs shall be a medium-weight aluminum type with a baked enamel finish. Signs shall be suitable for indoor or outdoor service. Signs shall have a white background with red letters not less than 0.5 inches in height.

##### 2.6.6.1 Installation Identification

Each new refrigerating system shall be provided with a refrigerant sign which indicates the following as a minimum:

- a. Contractor's name.
- b. Refrigerant number and amount of refrigerant.
- c. The lubricant identity and amount.
- d. Field test pressure applied.

##### 2.6.6.2 Controls and Piping Identification

Refrigerant systems containing more than 110 lb of refrigerant shall be provided with refrigerant signs which designate the following as a minimum:

- a. Valves or switches for controlling the refrigerant flow, the ventilation system, and the refrigerant compressor(s).
- b. Pressure limiting device(s).

#### 2.6.7 Automatic Tube Brush Cleaning System

##### 2.6.7.1 Brush and Basket Sets

One brush and basket set (one brush and two baskets) shall be furnished for each condenser tube. Brushes shall be made of nylon bristles, with titanium wire. Baskets shall be polypropylene.

##### 2.6.7.2 Flow-Diverter Valve

Each system shall be equipped with one flow-diverter valve specifically designed for the automatic tube brush cleaning system and have parallel flow connections. The flow-diverter valve shall be designed for a working pressure of 150 psig. End connections shall be flanged. Each valve shall be provided with an electrically operated air solenoid valve and position indicator.

##### 2.6.7.3 Control Panel

The control panel shall provide signals to the diverter valve at a preset time interval to reverse water flow to drive the tube brushes down the tubes and then signal the valve to reverse the water flow to drive the brushes back down the tubes to their original position. The controller shall have the following features as a minimum:

- a. Timer to initiate the on-load cleaning cycle.
- b. Manual override of preset cleaning cycle.
- c. Power-on indicator.
- d. Diverter-position indicator.
- e. Cleaning-cycle-time adjustment
- f. Flow-switch bypass.

#### 2.6.8 Field Installed Insulation

Field installed insulation shall be as specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS, except for header and waterbox insulation which shall be flexible cellular insulation in accordance with ASTM C 534, Type I.

#### 2.6.9 Gaskets

Gaskets shall conform to ASTM F 104 - classification for compressed sheet with nitrile binder and acrylic fibers for maximum 700 degrees F service.

#### 2.6.10 Bolts and Nuts

Bolts and nuts, except as required for piping applications, shall be in accordance with ASTM A 307. The bolt head shall be marked to identify the manufacturer and the standard with which the bolt complies in accordance with ASTM A 307.

### 2.7 COOLING TOWER

#### 2.7.1 Fire Safety

Towers shall conform to NFPA 214. Fire hazard rating for plastic impregnated materials shall not exceed 25. Plastics shall not drip or run during combustion. Determine ratings by ASTM E 84 or NFPA 255.

#### 2.7.2 Zinc-Coated Steel

Components fabricated of zinc-coated steel shall be not lighter than 16 gauge steel, protected against corrosion by a zinc coating. The zinc coating shall conform to ASTM A 153/A 153M and ASTM A 123/A 123M, as applicable and have an extra heavy coating of not less than 2-1/2 ounces per square foot of surface. Galvanized surfaces damaged due to welding shall be coated with zinc rich coating conforming to ASTM D 520, Type 1.

#### 2.7.3 Polyvinyl Chloride (PVC) Formed Sheets

ASTM D 1784, Type I, Grade 1 with a flame spread rating of 15 or less per ASTM E 84.

#### 2.7.4 Hardware

Bolts shall be cadmium-plated, zinc-coated steel, or Type 304 stainless steel. Each bolt shall be provided with neoprene and cadmium-plated steel washers under the heads. Nails shall be silicon bronze, commercial bronze, or stainless steel. Hardware shall meet the salt-spray fog test as defined by ASTM B 117.

### 2.7.5 Conventional Type Tower

Each tower shall be the induced mechanical draft, counterflow, factory fabricated, factory-assembled type.

#### 2.7.5.1 Casing

Casing shall be constructed of zinc-coated steel or Type 304 stainless steel. Towers shall be designed and constructed to withstand a wind pressure of not less than 30 pound-force per square foot (psf) on external surfaces. Fan decks shall be designed to withstand a live load of not less than 40 psf in addition to the concentrated or distributed loads of equipment mounted on the fan decks.

#### 2.7.5.2 Cold-Water Basin

Basin shall be completely watertight and constructed of Type 304 stainless steel. Basin shall be constructed and installed to ensure that air will not be entrained in outlets when operating and no water will overflow on shutdown. Each individual sump shall be provided with an individual outlet. Each outlet shall be provided with a 1/2 inch mesh, zinc-coated steel wire securely mounted to prevent trash from entering the outlet. Each basin shall be provided with overflow and valved drain connections. Each basin shall be provided with a float-controlled, makeup water valve as indicated. The makeup water shall discharge not less than 2 inches or two pipe diameters, whichever is greater, above the top of the basin. Basin shall be provided with factory installed electric immersion heaters for freeze protection. Electric immersion heaters shall be controlled with combination thermostat/low water protection device to cycle the heater on when required and to prevent the heater elements from energizing unless there is water in the basin.

#### 2.7.5.3 Hot-Water Distribution

Design water distribution systems for each cell of each tower so that a water flow of 140 percent of specified water flow will not cause overflowing or splashing. Water distribution systems shall be accessible and permit flexibility of operation. Provide removable covers of same material and thickness as casing for entire water distribution basin. Support covers by basin sides with top of cover flush with top of basin. Provide separate regulation and stop valves for complete balancing and complete shutoff from each cell. Systems shall be self-draining and nonclogging. The water distribution system shall be either one of the following types.

- a. Open Basins: Basins shall be provided with a splash box or baffles to minimize splashing of incoming hot water, holes that evenly distribute the water over the entire decking area, and a basin cover. Holes used in a water basin shall be provided with ceramic or plastic orifice inserts.
- b. Spray Nozzles: Spray nozzles shall be cleanable; stainless steel, bronze, or high-impact plastic, nonclogging, removable; and, spaced for even distribution.

#### 2.7.5.4 Fill Material

The fill shall be PVC formed sheets arranged in a honeycomb or waveform configuration. Zinc-coated steel shall have a minimum of 2.35 ounces per square foot of surface. Fill material shall be free to expand or contract without warping. No plasticized wood cellulose shall be provided for fill material. Fill shall be removable or otherwise made accessible for cleaning. Provide space supports as required to prevent sagging and misalignment, and provide for an even mixing of air and water.

#### 2.7.5.5 Drift Eliminator

Provide in tower outlet to limit drift loss to not over 0.02 percent of specified water flow. Eliminators shall be constructed of not less than 3/8 inch polyvinyl chloride (PVC).

#### 2.7.5.6 Framework and Equipment Supports

Framework and equipment supports shall be zinc-coated steel or Type 304 stainless steel. Materials provided for framework, casings and equipment supports shall be compatible.

#### 2.7.5.7 Structural Supports

Structural supports shall be provided in accordance with the recommendations of the manufacturer of the tower unless otherwise indicated.

#### 2.7.5.8 Foundations

Cooling tower foundations shall meet the requirements of the cooling tower manufacturer and be as indicated. Foundation design shall be based on the load conditions and soil bearing value indicated. Foundation calculations shall be submitted with the equipment drawings.

#### 2.7.6 Louvers

Air inlets for each cooling tower shall be provided with individually removable louvers arranged to prevent the escape of water. Louvers shall be zinc-coated steel or Type 304 stainless steel. Materials provided for casings and louvers shall be compatible; one material shall not produce stains upon the other. Air intakes shall be provided with 1 inch zinc-coated steel mesh.

#### 2.7.7 Fans

Fans shall be heavy duty axial propeller type, constructed of zinc-coated steel, Type 304 stainless steel, aluminum or an aluminum alloy, or FRP. Propeller type shall have a maximum tip speed of 11,000 fpm. Fan blade assembly shall be both statically and dynamically balanced after assembly of the cooling tower. Fan hub shall be constructed of zinc-coated steel, stainless steel or cast aluminum with adequate surface protection against corrosion. Complete fan assembly (fan and mounting) shall be designed to give maximum fan efficiency and long life when handling saturated air at high velocities.

#### 2.7.8 Drive Shaft

Drive shafts shall be the full floating type with flexible couplings at both ends and have a service factor of 1.0 or greater. Drive shafts shall

be of stainless steel, fitted each end with flexible couplings (stainless steel plate type). Each drive shaft shall be provided with a galvanized steel guard, to prevent damage to surrounding equipment in case of shaft failure. Provision shall be made for lubrication of all bearings. Bearings shall be accessible to the extent that each bearing can be lubricated without dismantling fan.

#### 2.7.9 Fan Motor

Each motor shall be a single speed, totally enclosed, insulation Class B, NEMA Design B, continuous-rated, and conforming to NEMA MG 1. Fan motors shall have totally enclosed enclosures and be located outside the discharge airstream. Motors shall be mounted according to manufacturer's recommendations.

#### 2.7.10 Stairways and Ladders

Provide stairs, 60-degree ship ladders or straight-rung ladders of standard design, starting at ground level and extending as high as required to gain access to fan decks and water distribution systems. Stairways and ladders shall be hot-dip, zinc-coated steel. Ladders higher than 12 feet shall have a safety cage.

#### 2.7.11 Handrailings

Steel handrailings shall be not less than 42 inches high around the exterior of each working surface that is 12 feet or more above the ground, roof, or other supporting construction. Railings shall be not smaller than 1-1/4 inch zinc-coated steel pipe with standard zinc-coated steel railing.

#### 2.7.12 Access Doors

Each tower shall be provided with access doors at grade level to provide entry to the interior for service maintenance without removal of the fill. Doors shall be provided with doors on each endwall of each cooling tower cell. Frame and brace access doors to prevent damage when opening and closing. Doors shall be located adjacent to float controls.

### 2.8 WATER TREATMENT SYSTEMS

When water treatment is specified, the use of chemical-treatment products containing hexavalent chromium (Cr) is prohibited.

#### 2.8.1 Water Analysis

Conditions of make-up water to be supplied to the condenser and chilled water systems shall be obtained by the Contractor as required to provide the water treatment system as specified.

#### 2.8.2 Chilled and Condenser Water

Water to be used in the chilled and condenser water systems shall be treated to maintain the conditions recommended by this specification as well as the recommendations from the manufacturers of the condenser and evaporator coils. Chemicals shall meet all required federal, state, and local environmental regulations for the treatment of evaporator coils and direct discharge to the sanitary sewer.

### 2.8.3 Water Treatment Services

The services of a company regularly engaged in the treatment of condenser and chilled water systems shall be used to determine the correct chemicals required, the concentrations required, and the water treatment equipment sizes and flow rates required. The company shall maintain the chemical treatment and provide all chemicals required for the condenser and chilled water systems for a period of 1 year from the date of occupancy. The chemical treatment and services provided over the 1 year period shall meet the requirements of this specification as well as the recommendations from the manufacturers of the condenser and evaporator coils. Acid treatment and proprietary chemicals shall not be used.

### 2.8.4 Chilled Water System

Existing chilled water system water treatment shall be used to treat and maintain the water condition as required.

### 2.8.5 Condenser Water

The water treatment system shall be capable of automatically feeding chemicals and bleeding the system to prevent corrosion, scale, and biological formations. Automatic chemical feed systems shall automatically feed chemicals into the condenser water based on varying system conditions.

#### 2.8.5.1 Chemical Feed Pump

One pump shall be provided for each chemical feed tank. The chemical feed pumps shall be positive displacement diaphragm type. The flow rate of the pumps shall be adjustable from 0 to 100 percent while in operation. The discharge pressure of pumps shall not be less than 1.5 times the line pressure at the point of connection. The pumps shall be provided with a pressure relief valve and a check valve mounted in the pump discharge.

#### 2.8.5.2 Tanks

Two chemical tanks shall be provided. The tanks shall be constructed of high density polyethylene or stainless steel with a hinged cover. The tanks shall have sufficient capacity to require recharging only once per 7 days during normal operation. A level indicating device shall be included with each tank. An electric agitator shall be provided for each tank.

#### 2.8.5.3 Injection Assembly

An injection assembly shall be provided at each chemical injection point along the condenser water piping as indicated. The injection assemblies shall be constructed of stainless steel. The discharge of the assemblies shall extend to the centerline of the condenser water piping. Each assembly shall include a shutoff valve and check valve at the point of entrance into the condenser water line.

#### 2.8.5.4 Water Meter

Water meters shall be provided with an electric contacting register and remote accumulative counter. The meter shall be installed within the make-up water line.

#### 2.8.5.5 Timers

Timers shall be of the automatic reset, adjustable type, and electrically operated. The timers shall be suitable for a 120 volt current. The timers shall be located within the water treatment control panel.

#### 2.8.5.6 Water Treatment Control Panel

The control panel shall be a NEMA 12 enclosure suitable for surface mounting. The panel shall be constructed of stainless steel with a hinged door and lock. The panel shall contain a laminated plastic nameplate identifying each of the following functions:

- (1) Main power switch and indicating light
- (2) MAN-OFF-AUTO selector switch
- (3) Indicating lamp for bleed-off valve
- (4) Indicating lamp for each chemical feed pump
- (5) Set point reading for each timer

#### 2.8.5.7 Chemical Piping

The piping and fittings shall be constructed of schedule 80 PVC or stainless steel suitable for the water treatment chemicals.

#### 2.8.5.8 Sequence of Operation

The chemicals shall be added based upon sensing the make-up water flow rate and activating appropriate timers. A separate timer shall be provided for each chemical. The blow down shall be controlled based upon the make-up water flow rate and a separate timer. The injection of the chemical required for biological control shall be controlled by a timer which can be manually set for proper chemical feed. All timer set points, blow down rates, and chemical pump flow rates shall be determined and set by the water treatment company.

#### 2.8.5.9 Test Kits

One test kit of each type required to determine the water quality as outlined within the operation and maintenance manuals shall be provided.

### 2.9 PIPING COMPONENTS

#### 2.9.1 Water Piping and Fittings

##### 2.9.1.1 Steel Pipe

Steel pipe shall conform to ASTM A 53, Schedule 40, Type E or S, Grades A or B. Type F pipe shall not be used.

##### 2.9.1.2 Steel Pipe Joints and Fittings

Joints and fittings shall be welded, flanged, threaded, or grooved as indicated. If not otherwise indicated, piping 1 inch and smaller shall be threaded; piping larger than 1 inch and smaller than 3 inches shall be either threaded, grooved, or welded; and piping 3 inches and larger shall be grooved, welded, or flanged. Rigid grooved mechanical joints and

fittings may only be used in serviceable aboveground locations where the temperature of the circulating medium does not exceed 230 degrees F. Flexible grooved joints shall be used only as a flexible connector with grooved pipe system. Unless otherwise specified, grooved piping components shall meet the corresponding criteria specified for the similar welded, flanged, or threaded component specified herein. The manufacturer of each fitting shall be permanently identified on the body of the fitting in accordance with MSS SP-25.

- a. **Welded Joints and Fittings:** Welded fittings shall conform to ASTM A 234/A 234M, and identified with the appropriate grade and marking symbol. Butt-welding fittings shall conform to ASME ANSI/ASME B16.9. Socket-welding and threaded fittings shall conform to ASME B16.11.
- b. **Flanged Joints and Fittings:** Flanges shall conform to ASTM A 181/A181M and ASME ANSI/ASME B16.5 Class 150. Gaskets shall be nonasbestos compressed material in accordance with ASME B16.21, 1/16 inch thickness, full face or self-centering flat ring type. This gaskets shall contain aramid fibers bonded with styrene butadeine rubber (SBR) or nitrile butadeine rubber (NBR). Bolts, nuts, and bolt patterns shall conform to ASME ANSI/ASME B16.5. Bolts shall be high or intermediate strength material conforming to ASTM A 193/A 193M.
- c. **Threaded Joints and Fittings:** Threads shall conform to ASME B1.20.1. Pipe nipples shall conform to ASTM A 733, type and material to match adjacent piping. Unions shall conform to ASME B16.39, type as required to match adjacent piping.
- d. **Dielectric Unions and Flanges:** Dielectric unions shall have the tensile strength and dimensional requirements specified. Unions shall have metal connections on both ends threaded to match adjacent piping. Metal parts of dielectric unions shall be separated with a nylon insulator to prevent current flow between dissimilar metals. Unions shall be suitable for the required operating pressures and temperatures. Dielectric flanges shall provide the same pressure ratings as standard flanges and provide complete electrical isolation.
- e. **Grooved Mechanical Joints and Fittings:** Joints and fittings shall be designed for not less than 125 psig service and shall be the product of the same manufacturer. Fitting and coupling houses shall be malleable iron conforming to ASTM A 47, ASTM A 47M, Grade 32510; ductile iron conforming to ASTM A 536, Grade 65-45-12; or steel conforming ASTM A 106, Grade B or ASTM A 53. Gaskets shall be molded synthetic rubber with central cavity, pressure responsive configuration and shall conform to ASTM D 2000 Grade No. 2CA615A15B44F17Z for circulating medium up to 230 degrees F or Grade No. M3BA610A15B44Z for circulating medium up to 200 degrees F. Grooved joints shall conform to AWWA C606. Coupling nuts and bolts shall be steel and shall conform to ASTM A 183.

#### 2.9.1.3 Copper Tube

Copper tubing for water service shall conform to ASTM B 88, ASTM B 88M, Type K or L.

#### 2.9.1.4 Copper Tube Joints and Fittings

Wrought copper and bronze solder-joint pressure fittings shall conform to ASME B16.22 and ASTM B 75. Cast copper alloy solder-joint pressure fittings shall conform to ASME B16.18. Cast copper alloy fittings for flared copper tube shall conform to ASME B16.26 and ASTM B 62. Brass or bronze adapters for brazed tubing may be used for connecting tubing to flanges and to threaded ends of valves and equipment. Extracted brazed tee joints produced with an acceptable tool and installed as recommended by the manufacturer may be used.

#### 2.9.2 Water Piping Valves and Accessories

Valves shall be rated for Class 125 and shall be suitable for operating temperature of 250 degrees F. Valves shall be suitable for the working pressure of the pipe in which installed. Valves shall meet the material, fabrication and operating requirements of ASME B31.1. Chain operators shall be provided for valves located 10 feet or higher above the floor. Valves in sizes larger than 1 inch and used on steel pipe systems, may be provided with rigid grooved mechanical joint ends. Such grooved end valves shall be subject to the same requirements as rigid grooved mechanical joints and fittings and, shall be provided by the same manufacturer as the grooved pipe joint and fitting system.

##### 2.9.2.1 Gate Valves

Gate valves 2-1/2 inches and smaller shall conform to MSS SP-80 and shall be bronze with rising stem and threaded, soldered, or flanged ends. Gate valves 3 inches and larger shall conform to MSS SP-70, Type I, II, Class 125, Design OF and shall be cast iron with bronze trim, outside screw and yoke, and flanged or threaded ends.

##### 2.9.2.2 Globe and Angle Valves

Globe and angle valves 2-1/2 inches and smaller shall conform to MSS SP-80 and shall be bronze with threaded, soldered, or flanged ends. Globe and angle valves 3 inches and larger shall conform to MSS SP-85 and shall be cast iron with bronze trim and flanged or threaded ends.

##### 2.9.2.3 Check Valves

Check valves 2-1/2 inches and smaller shall conform to MSS SP-80 and shall be bronze with threaded, soldered, or flanged ends. Check valves 3 inches and larger shall conform to MSS SP-71, Type I, II, III, or IV, Class 125 or 150 and shall be cast iron with bronze trim and flanged or threaded ends.

##### 2.9.2.4 Butterfly Valves

Butterfly valves shall be in accordance with MSS SP-67, Type 1 and shall be 2 flange or lug wafer type, and shall be bubble tight at 150 psig. Valve bodies shall be cast iron, malleable iron, or steel. Valves smaller than 8 inches shall have throttling handles with a minimum of seven locking positions. Valves 8 inches and larger shall have totally enclosed manual gear operators with adjustable balance return stops and position indicators. Valves in insulated lines shall have extended neck to accommodate insulation thickness.

#### 2.9.2.5 Plug Valves

Plug valves 2 inches and larger shall conform to MSS SP-78, have flanged or threaded ends, and have cast iron bodies with bronze trim. Valves 2 inches and smaller shall be bronze with NPT connections for black steel pipe and brazed connections for copper tubing. Valves shall be lubricated, non-lubricated, or tetrafluoroethylene resin-coated type. Valves shall be resilient, double seated, trunnion mounted with tapered lift plug capable of 2-way shutoff. Valves shall operate from fully open to fully closed by rotation of the handwheel to lift and turn the plug. Valves shall have weatherproof operators with mechanical position indicators. Valves 8 inches or larger shall be provided with manual gear operators with position indicators.

#### 2.9.2.6 Ball Valves

Ball valves 1/2 inch and larger shall conform to MSS SP-72 or MSS SP-110 and shall be ductile iron or bronze with threaded, soldered, or flanged ends. Valves 8 inches or larger shall be provided with manual gear operators with position indicators.

#### 2.9.2.7 Calibrated Balancing Valves

Each valve shall be calibrated so that flow can be determined when the temperature and pressure differential across valve is known. Valves shall have an integral pointer which registers the degree of valve opening. Each valve shall be constructed with internal seals to prevent leakage and shall be supplied with preformed insulation. Valves Cv rating shall be as indicated. Valve bodies shall be provided with tapped openings and pipe extensions with positive shutoff valves outside of pipe insulation. The pipe extensions shall be provided with quick connecting hose fittings for a portable meter to measure the pressure differential. One portable differential meter, suitable for the operating pressure specified, shall be provided. The meter shall be complete with hoses, vent, integral metering connections, and carrying case as recommended by the valve manufacturer. In lieu of the balancing valve with integral metering connections, a ball valve or plug valve with a separately installed orifice plate or venturi tube may be used for balancing.

#### 2.9.2.8 Automatic Flow Control Valves

Valves shall automatically maintain a constant flow as indicated. Valves shall modulate by sensing the pressure differential across the valve body. Valves shall be selected for the flow required and provided with a permanent nameplate or tag carrying a permanent record of the factory-determined flow rate and flow control pressure levels. Valves shall control the flow within 5 percent of the tag rating. Valve materials shall be the same as specified for the ball or plug valves. Valve Cv rating shall be as indicated. Valve operators shall be the electric or pneumatic type as indicated. Valves shall be capable of positive shutoff against the system pump head, valve bodies shall be provided with tapped openings and pipe extensions with shutoff valves outside of pipe insulation. The pipe extensions shall be provided with quick connecting hose fittings and differential meter, suitable for the operating pressure specified. The meter shall be complete with hoses, vent, integral metering connections, and carrying case as recommended by the valve manufacturer.

#### 2.9.2.9 Air Vents

Manual air vents shall be brass or bronze valves or cocks suitable for 125 psig service, and furnished with threaded plugs or caps. Automatic air vents shall be float type, cast iron, stainless steel, or forged steel construction, suitable for 125 psig service.

#### 2.9.2.10 Strainers

Strainers shall be in accordance with ASTM F 1199, except as modified herein. Strainer shall be the cleanable, basket or "Y" type, the same size as the pipeline. The strainer bodies shall be fabricated of cast iron with bottoms drilled, and tapped. The bodies shall have arrows clearly cast on the sides indicating the direction of flow. Each strainer shall be equipped with removable cover and sediment screen. The screen shall be made of minimum 22 gauge monel or corrosion-resistant steel, with small perforations numbering not less than 400 per square inch to provide a net free area through the basket of at least 3.30 times that of the entering pipe. The flow shall be into the screen and out through the perforations.

#### 2.9.2.11 Combination Strainer and Suction Diffuser

A combination strainer and suction diffuser, consisting of an angle type body with removable strainer basket and straightening vanes, a suction pipe support, and a blowdown outlet, shall be provided on pump suction. The combination strainer and suction diffuser shall be in accordance with ASTM F 1199, except as modified herein.

#### 2.9.2.12 Pump Discharge Valves

Pump discharge valves shall be installed where indicated and shall perform the functions of a nonslam check valve, a manual balancing valve, and a shutoff. Valves shall be of cast iron or ductile iron construction with bronze and/or stainless steel accessories. Valves shall have an integral pointer which registers the degree of valve opening. Flow through the valve shall be manually adjustable from bubble tight shutoff to full flow. Valves smaller than 2 inches shall have NPT connections. Valves 2 inches and larger shall have flanged or grooved end connections. The valve design shall allow the back seat for the stem to be replaced in the field under full line pressure. Valve Cv rating shall be as indicated.

#### 2.9.2.13 Flexible Pipe Connectors

Flexible pipe connectors shall be designed for 125 psig or 150 psig service as appropriate for the static head plus the system head, and 230 degrees F, for grooved end flexible connectors. The flexible section shall be constructed of rubber, tetrafluoroethylene resin, or corrosion-resisting steel, bronze, monel, or galvanized steel. The flexible section shall be suitable for intended service with end connections to match adjacent piping. Flanged assemblies shall be equipped with limit bolts to restrict maximum travel to the manufacturer's standard limits. Unless otherwise indicated, the length of the flexible connectors shall be as recommended by the manufacturer for the service intended. Internal sleeves or liners, compatible with circulating medium, shall be provided when recommended by the manufacturer. Covers to protect the bellows shall be provided where indicated.

#### 2.9.2.14 Pressure Gauges

Gauges shall conform to ASME B40.1 and shall be provided with throttling type needle valve or a pulsation dampener and shut-off valve. Gauge shall be a minimum of 3-1/2 inches in diameter with a range from 0 psig to approximately 1.5 times the maximum system working pressure.

#### 2.9.2.15 Thermometers

Thermometers shall have brass, malleable iron, or aluminum alloy case and frame, clear protective face, permanently stabilized glass tube with indicating-fluid column, white face, black numbers, and a 9 inch scale. Thermometers shall have rigid stems with straight, angular, or inclined pattern.

#### 2.9.2.16 Pipe Nipples

Pipe nipples shall be in accordance with ASTM A 733 and be of material to match adjacent piping.

#### 2.9.2.17 Pipe Unions

Pipe unions shall be in accordance with ASME B16.39 and be of material to match adjacent piping.

#### 2.9.2.18 Solder

Solder for water piping shall be in accordance with ASTM B 32, alloy grade 50B. Solder flux shall be liquid or paste form, non-corrosive and conform to ASTM B 813.

#### 2.9.3 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69.

#### 2.9.4 Underground Chilled Water Distribution piping

PVC plastic pipe shall be used for the underground chilled water distribution system. Pipe, couplings and fittings shall be PVC pipe conforming to [AM#0001] dimensional requirements of ASTM D 2241, SDR 21 - Class 200, elastomeric joint, for pipe less than 4 inch in diameter. For pipe 4 inch through 12 inch in diameter, pipe, couplings and fittings shall be PVC pipe conforming to AWWA C900, Class 150, CIOD pipe dimensions, elastomeric-gasket joint. For pipe 14 inch and above in diameter, pipe, couplings and fittings shall be PVC pipe conforming to AWWA C905, DR 25 (165 PSI), unless otherwise shown or specified. Piping shall be insulated in accordance with Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

In lieu of field-applied insulation as specified, piping with factory pre-insulated with polyurethane foam insulation, and with PVC casing pipe may be provided. PVC casing pipe and thickness of polyurethane foam insulation shall be standard product for the size of carrier pipe. Plugs, caps, tees and bends deflecting 11.25 degrees or more, either vertically or horizontally, on pipe 4 inches in diameter or larger, shall be provided with concrete thrust blocks. Thrust blocks, piping installation, pressure test and leakage test of the underground chilled water distribution piping system shall be provided as specified for water distribution piping in

accordance with Section 02510 WATER DISTRIBUTION SYSTEM.

## 2.10 FABRICATION

### 2.10.1 Factory Coating

Unless otherwise specified, equipment and component items, when fabricated from ferrous metal, shall be factory finished with the manufacturer's standard finish, except that items located outside of buildings shall have weather resistant finishes that will withstand 500 hours exposure to the salt spray test specified in ASTM B 117 using a 5 percent sodium chloride solution. Immediately after completion of the test, the specimen shall show no signs of blistering, wrinkling, cracking, or loss of adhesion and no sign of rust creepage beyond 1/8 inch on either side of the scratch mark. Cut edges of galvanized surfaces where hot-dip galvanized sheet steel is used shall be coated with a zinc-rich coating conforming to ASTM D 520, Type I.

### 2.10.2 Field Painting

Painting required for surfaces not otherwise specified, and finish painting of items only primed at the factory are specified in Section 09900 PAINTING, GENERAL.

#### 2.10.2.1 Color Coding

Color coding for piping identification is specified in Section 09900 PAINTING, GENERAL.

## 2.11 FACTORY TESTS

### 2.11.1 Chiller Performance Test

The Contractor and proposed chiller manufacturer shall be responsible for performing the chiller factory test to validate the specified full load capacity, full load EER, and IPLV in accordance with ARI ANSI/ARI 550 except as indicated. The chiller factory test shall be performed in the presence of a Government representative. The Contractor and chiller manufacturer shall provide to the Government a certified chiller factory test report in accordance with ARI ANSI/ARI 550 to confirm that the chiller performs as specified. All tests shall be conducted in an ARI certified test facility in conformance with ARI ANSI/ARI 550 procedures and tolerances, except as indicated. At a minimum, chiller capacity shall be validated to meet the scheduled requirements indicated on the drawings. Tolerance or deviation shall be in strict accordance with ARI ANSI/ARI 550. Stable operation at minimum load of 10 percent of total capacity shall be demonstrated during the factory test.

- a. Temperature adjustments shall adhere to ARI ANSI/ARI 550 to adjust from the design fouling factor to the clean tube condition. Test temperature adjustments shall be verified prior to testing by the manufacturer. There shall be no exceptions to conducting the test with clean tubes with the temperature adjustments per section A7.3 of ARI ANSI/ARI 550. The manufacturer shall clean the tubes, if necessary, prior to testing to obtain a test fouling factor of 0.0000.

- b. The factory test instrumentation shall be per ARI ANSI/ARI 550 and the calibration shall be traceable to the National Institute of Standards and Technology.
- c. A certified test report of all data shall be forwarded to the Government for approval prior to project acceptance. All calibration curves and information sheets for all instrumentation shall be provided.
- d. If the equipment fails to perform within allowable tolerances, the manufacturer shall be allowed to make necessary revisions to his equipment and retest as required. The manufacturer shall assume all expenses incurred by the Government to witness the retest.

## 2.12 SUPPLEMENTAL COMPONENTS/SERVICES

### 2.12.1 Drain and Makeup Water Piping

Piping and backflow preventers shall comply with the requirements of Section 15400 PLUMBING, GENERAL PURPOSE. Drains which connect to sanitary sewer system shall be connected by means of an indirect waste.

## PART 3 EXECUTION

### 3.1 INSTALLATION

All work shall be performed in accordance with the manufacturer's published diagrams, recommendations, and equipment warranty requirements. Where equipment is specified to conform to the requirements of ASME BPV VIII Div 1 and ASME BPV IX, the design, fabrication, and installation of the system shall conform to ASME BPV VIII Div 1 and ASME BPV IX.

#### 3.1.1 Refrigeration System

##### 3.1.1.1 Equipment

Necessary supports shall be provided for all equipment, appurtenances, and pipe as required, including frames or supports for compressors, pumps, cooling towers, condensers, liquid coolers, and similar items. Compressors shall be isolated from the building structure. If mechanical vibration isolators are not provided, vibration absorbing foundations shall be provided. Each foundation shall include isolation units consisting of machine and floor or foundation fastenings, together with intermediate isolation material. Other floor-mounted equipment shall be set on not less than a 6 inch concrete pad doweled in place. Concrete foundations for floor mounted pumps shall have a mass equivalent to three times the weight of the components, pump, base plate, and motor to be supported. In lieu of concrete pad foundation, concrete pedestal block with isolators placed between the pedestal block and the floor may be provided. Concrete pedestal block shall be of mass not less than three times the combined pump, motor, and base weights. Isolators shall be selected and sized based on load-bearing requirements and the lowest frequency of vibration to be isolated. Lines connected to pumps mounted on pedestal blocks shall be provided with flexible connectors. Foundation drawings, bolt-setting information, and foundation bolts shall be furnished prior to concrete foundation construction for all equipment indicated or required to have concrete foundations. Concrete for foundations and concrete-structured or

cased-cooling towers shall be as specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE. Equipment shall be properly leveled, aligned, and secured in place in accordance with manufacturer's instructions.

#### 3.1.1.2 Refrigerant Charging

- a. Initial Charge: Upon completion of all the refrigerant pipe tests, the vacuum on the system shall be broken by adding the required charge of dry refrigerant for which the system is designed, in accordance with the manufacturer's recommendations. Contractor shall provide the complete charge of refrigerant in accordance with manufacturer's recommendations. Upon satisfactory completion of the system performance tests, any refrigerant that has been lost from the system shall be replaced. After the system is fully operational, service valve seal caps and blanks over gauge points shall be installed and tightened.
- b. Refrigerant Leakage: If a refrigerant leak is discovered after the system has been charged, the leaking portion of the system shall immediately be isolated from the remainder of the system and the refrigerant shall be pumped into the system receiver or other suitable container. The refrigerant shall not be discharged into the atmosphere.
- c. Contractor's Responsibility: The Contractor shall, at all times during the installation and testing of the refrigeration system, take steps to prevent the release of refrigerants into the atmosphere. The steps shall include, but not be limited to, procedures which will minimize the release of refrigerants to the atmosphere and the use of refrigerant recovery devices to remove refrigerant from the system and store the refrigerant for reuse or reclaim. At no time shall more than 3 oz. of refrigerant be released to the atmosphere in any one occurrence. Any system leaks within the first year shall be repaired in accordance with the specified requirements including material, labor, and refrigerant if the leak is the result of defective equipment, material, or installation.

#### 3.1.1.3 Oil Charging

Except for factory sealed units, two complete charges of lubricating oil for each compressor crankcase shall be furnished. One charge shall be used during the performance testing period, and upon the satisfactory completion of the tests, the oil shall be drained and replaced with the second charge.

#### 3.1.1.4 Automatic Controls

Automatic controls for the central refrigeration system specified in paragraph REFRIGERATION SYSTEM shall be provided with the central refrigeration equipment. These controls shall operate automatically to balance the equipment capacity with the load on the air conditioning system, and shall be fully coordinated with and integrated into the temperature control system specified in Section 15950 HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS.

#### 3.1.2 General Piping Installation

### 3.1.2.1 Brazed Joints

Before brazing copper joints, both the outside of the tube and the inside of the fitting shall be cleaned with a wire fitting brush until the entire joint surface is bright and clean. Brazing flux shall not be used. Surplus brazing material shall be removed at all joints. Steel tubing joints shall be made in accordance with the manufacturer's recommendations.

Joints in steel tubing shall be painted with the same material as the baked-on coating within 8 hours after joints are made. Tubing shall be protected against oxidation during brazing by continuous purging of the inside of the piping using nitrogen. All piping shall be supported prior to brazing and shall not be sprung or forced.

### 3.1.2.2 Threaded Joints

Threaded joints shall be made with tapered threads and made tight with PTFE tape complying with ASTM D 3308 or equivalent thread-joint compound applied to the male threads only. Not more than three threads shall show after the joint is made.

### 3.1.2.3 Welded Joints

Welding shall be in accordance with qualified procedures using qualified welders and welding operators. Procedures and welders shall be qualified in accordance with ASME BPV IX. Welding procedures qualified by others, and welders and welding operators qualified by another employer may be accepted as permitted by ASME B31.1. Contracting Officer shall be notified 24 hours in advance of welding tests and the tests shall be performed at the work site if practical. A permanent mark shall be applied near each weld to identify the welder who made that weld. Welded joints in steel refrigerant piping shall be fusion-welded. Changes in direction of piping shall be made with welded fittings only; mitering or notching pipe or other similar construction to form elbows or tees will not be permitted. Branch connections shall be made with welding tees or forged welding branch outlets. Steel pipe shall be thoroughly cleaned of all scale and foreign matter before the piping is assembled. During welding the pipe and fittings shall be filled with an inert gas, such as nitrogen, to prevent the formation of scale. Beveling, alignment, heat treatment, and inspection of weld shall conform to ASME B31.1. Weld defects shall be removed and rewelded at no additional cost to the Government. Electrodes shall be stored and dried in accordance with AWS D1.1 or as recommended by the manufacturer. Electrodes that have been wetted or that have lost any of their coating shall not be used.

### 3.1.2.4 Flanged Joints

Flanged joints shall be faced true, provided with gaskets suitable for use with refrigerants and made square and tight. When steel refrigerant piping is used, union or flange joints shall be provided in each line immediately preceding the connection to each piece of equipment requiring maintenance, such as compressors, coils, chillers, control valves, and other similar items.

### 3.1.2.5 Flared Connections

When flared connections are used, a suitable lubricant shall be used between the back of the flare and the nut in order to avoid tearing the

flare while tightening the nut.

#### 3.1.2.6 Thermometers

Thermometers shall be located specifically on, but not limited to the following: condenser water lines entering and leaving the condenser, the sensing element of each automatic temperature control device where a thermometer is not an integral part thereof, the liquid line leaving receiver and the suction line at each evaporator or liquid cooler.

#### 3.1.2.7 Supports

- a. General: Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement, when operating temperatures exceed ambient temperatures, shall be supported by variable spring hangers and supports or by constant support hangers.
- b. Structural Attachments: Structural steel brackets required to support piping, headers, and equipment, but not shown, shall be provided under this section. Material and installation shall be as specified under Section 05120 STRUCTURAL STEEL.

#### 3.1.2.8 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69, except as modified herein. Pipe hanger types 5, 12, and 26 shall not be used.

- a. Hangers: Type 3 shall not be used on insulated piping.
- b. Inserts: Type 18 inserts shall be secured to concrete forms before concrete is placed. Continuous inserts which allow more adjustments may be used if they otherwise meet the requirements for Type 18 inserts.
- c. C-Clamps: Type 19 and 23 C-clamps shall be torqued per MSS SP-69 and have both locknuts and retaining devices, furnished by the manufacturer. Field-fabricated C-clamp bodies or retaining devices are not acceptable.
- d. Angle Attachments: Type 20 attachments used on angles and channels shall be furnished with an added malleable-iron heel plate or adapter.
- e. Hangers: Type 24 may be used only on trapeze hanger systems or on fabricated frames.
- f. Saddles and Shields: Where Type 39 saddle or Type 40 shield are permitted for a particular pipe attachment application, the Type 39 saddle, connected to the pipe, shall be used on all pipe 4 inches and larger when the temperature of the medium is 60 degrees F or higher. Type 40 shields shall be used on all piping less

than 4 inches and all piping 4 inches and larger carrying medium less than 60 degrees F. A high density insulation insert of cellular glass shall be used under the Type 40 shield for piping 2 inches and larger.

- g. Horizontal Pipe Supports: Horizontal pipe supports shall be spaced as specified in MSS SP-69 and a support shall be installed not over 1 foot from the pipe fitting joint at each change in direction of the piping. Pipe supports shall be spaced not over 5 feet apart at valves. Pipe hanger loads suspended from steel joist with hanger loads between panel points in excess of 50 pounds shall have the excess hanger loads suspended from panel points.
- h. Vertical Pipe Supports: Vertical pipe shall be supported at each floor, except at slab-on-grade, and at intervals of not more than 15 feet, not more than 8 feet from end of risers, and at vent terminations.
- i. Pipe Guides: Type 35 guides using, steel, reinforced polytetrafluoroethylene (PTFE) or graphite slides shall be provided where required to allow longitudinal pipe movement. Lateral restraints shall be provided as required. Slide materials shall be suitable for the system operating temperatures, atmospheric conditions, and bearing loads encountered.
- j. Steel Slides: Where steel slides do not require provisions for restraint of lateral movement, an alternate guide method may be used. On piping 4 inches and larger, a Type 39 saddle shall be used. On piping under 4 inches, a Type 40 protection shield may be attached to the pipe or insulation and freely rest on a steel slide plate.
- k. High Temperature Guides with Cradles: Where there are high system temperatures and welding to piping is not desirable, then the Type 35 guide shall include a pipe cradle, welded to the guide structure and strapped securely to the pipe. The pipe shall be separated from the slide material by at least 4 inches, or by an amount adequate for the insulation, whichever is greater.
- l. Multiple Pipe Runs: In the support of multiple pipe runs on a common base member, a clip or clamp shall be used where each pipe crosses the base support member. Spacing of the base support members shall not exceed the hanger and support spacing required for an individual pipe in the multiple pipe run.

#### 3.1.2.9 Pipe Sleeves

Sleeves shall not be installed in structural members except where indicated or approved. Rectangular and square openings shall be as detailed. Each sleeve shall extend through its respective wall, floor, or roof, and shall be cut flush with each surface. Pipes passing through concrete or masonry wall or concrete floors or roofs shall be provided with pipe sleeves fitted into place at the time of construction. Unless otherwise indicated, sleeves shall be of such size as to provide a minimum of 1/4 inch all-around clearance between bare pipe and sleeves or between jacketed-insulation and sleeves. Sleeves in bearing walls, waterproofing membrane floors, and wet areas shall be steel pipe or cast iron pipe.

Sleeves in non-bearing walls, floors, or ceilings may be steel pipe, cast iron pipe, galvanized sheet metal with lock-type longitudinal seam and of the metal thickness indicated, or moisture resistant fiber or plastic. Except in pipe chases or interior walls, the annular space between pipe and sleeve or between jacket over-insulation and sleeve shall be sealed as indicated and specified in Section 07900 JOINT SEALING. Pipes passing through wall waterproofing membrane shall be sleeved as specified above, and a waterproofing clamping flange shall be installed.

- a. Roof and Floor Penetrations: Pipes passing through roof or floor waterproofing membrane shall be installed through a 17 ounce copper sleeve, or a 0.032 inch thick aluminum sleeve, each within an integral skirt or flange. Flashing sleeve shall be suitably formed, and skirt or flange shall extend not less than 8 inches from the pipe and shall be set over the roof or floor membrane in a troweled coating of bituminous cement. The flashing sleeve shall extend up the pipe a minimum of 2 inches above highest floor level of the roof or a minimum of 10 inches above the roof, whichever is greater, or 10 inches above the floor. The annular space between the flashing sleeve and the bare pipe or between the flashing sleeve and the metal-jacket-covered insulation shall be sealed as indicated. Pipes up to and including 10 inches in diameter passing through roof or floor waterproofing membrane may be installed through a cast iron sleeve with caulking recess, anchor lugs, flashing clamp device, and pressure ring with brass bolts. Waterproofing membrane shall be clamped into place and sealant shall be placed in the caulking recess. In lieu of a waterproofing clamping flange and caulking and sealing of annular space between pipe and sleeve or conduit and sleeve, a modular mechanical type sealing assembly may be installed. Seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe/conduit and sleeve with corrosion protected carbon steel bolts, nuts, and pressure plates. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and each nut. After the seal assembly is properly positioned in the sleeve, tightening of the bolt shall cause the rubber sealing elements to expand and provide a watertight seal between the pipe/conduit seal between the pipe/conduit and the sleeve. Each seal assembly shall be sized as recommended by the manufacturer to fit the pipe/conduit and sleeve involved. The Contractor electing to use the modular mechanical type seals shall provide sleeves of the proper diameters.
- b. Fire-Rated Walls and Partitions: Penetration of fire-rated walls and partitions shall be sealed as specified in Section 07840 FIRESTOPPING.

#### 3.1.2.10 Escutcheons

Finished surfaces where exposed piping, bare or insulated, pass through floors, walls, or ceilings, except in boiler, utility, or equipment rooms, shall be provided with escutcheons. Where sleeves project slightly from floors, special deep-type escutcheons shall be used. Escutcheon shall be secured to pipe or pipe covering.

#### 3.1.2.11 Access Panels

Access panels shall be provided for all concealed valves, vents, controls, and items requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced and maintained or completely removed and replaced. Access panels shall be as specified in Section 05500 MISCELLANEOUS METALS.

### 3.1.3 Water Piping

Pipe and fitting installation shall conform to the requirements of ASME B31.1. Pipe shall be cut accurately to measurements established at the jobsite, and worked into place without springing or forcing, completely clearing all windows, doors, and other openings. Cutting or other weakening of the building structure to facilitate piping installation will not be permitted without written approval. Pipe or tubing shall be cut square, shall have burrs removed by reaming, and shall permit free expansion and contraction without causing damage to the building structure, pipe, joints, or hangers.

#### 3.1.3.1 Directional Changes

Changes in direction shall be made with fittings, except that bending of pipe 4 inches and smaller will be permitted, provided a pipe bender is used and wide weep bends are formed. The centerline radius of bends shall not be less than 6 diameters of the pipe. Bent pipe showing kinks, wrinkles, flattening, or other malformations will not be accepted.

#### 3.1.3.2 Functional Requirements

Horizontal supply mains shall pitch down in the direction of flow as indicated. The grade shall not be less than 1 inch in 40 feet. Reducing fittings shall be used for changes in pipe sizes. Open ends of pipelines and equipment shall be capped or plugged during installation to keep dirt or other foreign materials out of the system. Pipe not otherwise specified shall be uncoated. Connections to appliances shall be made with malleable iron unions for steel pipe 2-1/2 inches or less in diameter, and with flanges for pipe 3 inches and above in diameter. Connections between ferrous and copper piping shall be electrically isolated from each other with dielectric unions or flanges. All piping located in air plenums shall conform to NFPA 90A requirements. Pipe and fittings installed in inaccessible conduits or trenches under concrete floor slabs shall be welded.

#### 3.1.3.3 Valves

Isolation gate or ball valves shall be installed on each side of each piece of equipment, at the midpoint of all looped mains, and at any other points indicated or required for draining, isolating, or sectionalizing purpose. Isolation valves may be omitted where balancing cocks are installed to provide both balancing and isolation functions. Each valve except check valves shall be identified. Valves in horizontal lines shall be installed with stems horizontal or above.

#### 3.1.3.4 Air Vents

Air vents shall be provided at all high points, on all water coils, and where indicated to ensure adequate venting of the piping system.

### 3.1.3.5 Drains

Drains shall be provided at all low points and where indicated to ensure complete drainage of the piping. Drains shall be accessible, and shall consist of nipples and caps or plugged tees unless otherwise indicated.

### 3.1.3.6 Flexible Pipe Connectors

Preinsulated flexible pipe connectors shall be attached to other components in strict accordance with the latest printed instructions of the manufacturer to ensure a vapor tight joint. Hangers, when required to suspend the connectors, shall be of the type recommended by the flexible pipe connector manufacturer and shall be provided at the intervals recommended.

### 3.1.3.7 Flanges and Unions

Except where copper tubing is used, union or flanged joints shall be provided in each line immediately preceding the connection to each piece of equipment or material requiring maintenance such as coils, pumps, control valves, and other similar items.

### 3.1.3.8 Grooved Mechanical Joints

Grooves shall be prepared in accordance with the coupling manufacturer's instructions. Pipe and groove dimensions shall comply with the tolerances specified by the coupling manufacturer. The diameter of grooves made in the field shall be measured using a "go/no-go" gauge, vernier or dial caliper, or narrow-land micrometer. Groove width and dimension of groove from end of pipe shall be measured and recorded for each change in grooving tool setup to verify compliance with coupling manufacturer's tolerances.

### 3.1.4 Condensate Drain Lines

Water seals shall be provided in the condensate drain from all air handling units. The depth of each seal shall be 2 inches plus the number of inches, measured in water gauge, of the total static pressure rating of the unit to which the drain is connected. Water seals shall be constructed as indicated. Pipe cap or plug cleanouts shall be provided where indicated. Drains indicated to connect to the sanitary waste system shall be connected by an indirect waste fitting. Air conditioner drain lines shall be insulated as specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

### 3.1.5 Field Applied Insulation

Field applied insulation other than that specified for water boxes and headers shall be as specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

### 3.1.6 Factory Applied Insulation

#### 3.1.6.1 Refrigerant Suction Lines

Refrigerant suction lines between the cooler and each compressor shall be insulated with not less than 3/4 inch thick unicellular plastic foam.

### 3.1.6.2 Liquid Coolers

Liquid coolers (including chilled water headers or boxes), which may have factory or field applied insulation, shall be insulated with unicellular plastic foam. Insulation shall be not less than 3/4 inch thick or have a maximum thermal conductivity of 0.28 Btu/(hr.)(sq. ft.)(degree F.)). In lieu of the above insulation, a 2 inch thickness of urethane foam may be used. Urethane foam shall be completely covered and sealed with a sheet metal jacket not lighter than 20 gauge. Insulation on heads of coolers shall be constructed to provide easy removal and replacement of heads without damage to the insulation.

### 3.1.7 Mechanical Room Ventilation

Mechanical ventilation systems shall be in accordance with Section 15895 AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM.

## 3.2 TESTS

### 3.2.1 Field Tests

Tests shall be conducted in the presence of the Contracting Officer. Water and electricity required for the tests will be furnished by the Government.

Any material, equipment, instruments, and personnel required for the test shall be provided by the Contractor. The services of a qualified technician shall be provided as required to perform all tests and procedures indicated herein. Field tests shall be coordinated with Section 15990 TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS.

#### 3.2.1.1 Water Pipe Testing

After cleaning, water piping shall be hydrostatically tested at a pressure equal to 150 percent of the total system operating pressure for period of time sufficient to inspect every joint in the system and in no case less than 2 hours. Leaks shall be repaired and piping retested until test is successful. No loss of pressure shall be allowed. Leaks shall be repaired by rewelding or replacing pipe or fittings. Caulking of joints will not be permitted. Concealed and insulated piping shall be tested in place before concealing.

#### 3.2.1.2 Test of Backflow Prevention Assemblies

Backflow prevention assemblies shall be tested in accordance with Section 15400 PLUMBING, GENERAL PURPOSE.

#### 3.2.1.3 Cooling Tower Tests

After cooling tower has been found acceptable under the visual and dimensional examination, a field performance test shall be performed in accordance with ASME ANSI/ASME PTC 23 or CTI ACT-105 Vol 1 Code. The cooling tower test shall be performed in the presence of a Government representative.

### 3.2.2 System Performance Tests

After the foregoing tests have been completed and before each refrigeration

system is accepted, tests to demonstrate the general operating characteristics of all equipment shall be conducted by a registered professional engineer or an approved manufacturer's startup representative experienced in system startup and testing, at such times as directed. Tests shall cover a period of not less than 1 day for each system and shall demonstrate that the entire system is functioning in accordance with the drawings and specifications. Corrections and adjustments shall be made as necessary and tests shall be re-conducted to demonstrate that the entire system is functioning as specified.

### 3.2.3 Condenser Water Quality Tests

The condenser water shall be analyzed a minimum of once a month for a period of one year by the water treatment company. The analysis shall include the following information recorded in accordance with ASTM D 596.

Date of Sample	_____
Temperature	_____ degrees F.
Silica (SiO <sub>2</sub> )	_____ ppm (mg/l)
Insoluble	_____ ppm (mg/l)
Iron and Aluminum Oxides	_____ ppm (mg/l)
Calcium (Ca)	_____ ppm (mg/l)
Magnesium (Mg)	_____ ppm (mg/l)
Sodium and Potassium (Na and K)	_____ ppm (mg/l)
Carbonate (HCO <sub>3</sub> )	_____ ppm (mg/l)
Sulfate (SO <sub>4</sub> )	_____ ppm (mg/l)
Chloride (Cl)	_____ ppm (mg/l)
Nitrate (NO <sub>3</sub> )	_____ ppm (mg/l)
Turbidity	_____ unit
pH	_____
Residual Chlorine	_____ ppm (mg/l)
Total Alkalinity	_____ epm (meq/l)
Non-Carbonate Hardness	_____ epm (meq/l)
Total Hardness	_____ epm (meq/l)
Dissolved Solids	_____ ppm (mg/l)
Fluorine	_____ ppm (mg/l)
Conductivity	_____ micrmho/cm

### 3.3 INSPECTIONS

At the conclusion of the one year period, the cooling tower and condenser shall be inspected for problems due to corrosion, scale, and biological growth. If the cooling tower and condenser are found not to conform to the manufacturers recommended conditions, and the water treatment company recommendations have been followed; the water treatment company shall provide all chemicals and labor for cleaning or repairing the equipment as required by the manufacturer's recommendations.

### 3.4 MANUFACTURER'S FIELD SERVICE

The services of a factory-trained representative shall be provided for 1 day. The representative shall advise on the following:

#### a. Hermetic machines:

- (1) Testing hermetic water-chilling unit under pressure for refrigerant leaks; evacuation and dehydration of machine to an

absolute pressure of not over 300 microns.

- (2) Charging the machine with refrigerant.
- (3) Starting the machine.

b. Open Machines:

- (1) Erection, alignment, testing, and dehydrating.
- (2) Charging the machine with refrigerant.
- (3) Starting the machine.

### 3.5 CLEANING AND ADJUSTING

#### 3.5.1 Piping

Pipes shall be cleaned free of scale and thoroughly flushed of all foreign matter. A temporary bypass shall be provided for all water coils to prevent flushing water from passing through coils. Strainers and valves shall be thoroughly cleaned. Prior to testing and balancing, air shall be removed from all water systems by operating the air vents. Temporary measures, such as piping the overflow from vents to a collecting vessel shall be taken to avoid water damage during the venting process. Air vents shall be plugged or capped after the system has been vented.

#### 3.5.2 Equipment

Equipment shall be wiped clean, with all traces of oil, dust, dirt, or paint spots removed. Temporary filters shall be provided for all fans that are operated during construction, and new filters shall be installed after all construction dirt has been removed from the building. System shall be maintained in this clean condition until final acceptance. Bearings shall be properly lubricated with oil or grease as recommended by the manufacturer. Belts shall be tightened to proper tension. Control valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed. Fans shall be adjusted to the speed indicated by the manufacturer to meet specified conditions.

### 3.6 DEMONSTRATIONS

Contractor shall conduct a training course for the operating staff as designated by the Contracting Officer. The training period shall consist of a total 8 hours of normal working time and start after the system is functionally completed but prior to final acceptance tests. The field instructions shall cover all of the items contained in the approved operation and maintenance manuals as well as demonstrations of routine maintenance operations.

-- End of Section --