

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 5 MAY 98	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY  Department of the Army Corps of Engineers Fort Worth District	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(√)	9A. AMENDMENT OF SOLICITATION NO. DACA63-98-B-0003
	X	9B. DATED (SEE ITEM 11) 9 APRIL 1998
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED (SEE ITEM 13)
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 1 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 you 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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 (such as changes in paying office, appropriation date, etc.) 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 (Specify type of modification and authority)

**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.)

The Solicitation for BLOOD DONOR CENTER, LACKLAND AIR FORCE BASE, SAN ANTONIO, TEXAS, is amended as follows:

See Continuation Sheet.

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

Item 14. Continued.

a. Standard Form 1442, First Page.

(1) Item 13.A.- In the second line, change the bid opening date from "13 May 1998" to "19 May 1998"  
Bid opening time will be 2 p.m. local time.

(2) Item 13.D.- Change the number of days for Government acceptance of offers, from "90" to "120" days.

A revised standard form 1442 is reissued with this amendment.

b. Solicitation Documents and Specifications.

(1) Replace the following sections with the accompanying new sections of the same title and number, each bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-98-B-0003":

<u>Section No.</u>	<u>Title</u>
00100	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS
00600	REPRESENTIONS & CERTIFICATIONS
00700	CONTRACT CLAUSES
00800	SPECIAL CONTRACT REQUIREMENTS
01320	PROJECT SCHEDULE
02841	TRAFFIC AND HANDICAP PARKING SIGNS
02935	TURF
02950	TREES
05500	MISCELLANEOUS METAL
09916	ROOM FINISH SCHEDULE
09917	EQUIPMENT/CASEWORK FINISH SCHEDULE
10800	TOILET ACCESSORIES
11700	MASTER EQUIPMENT AND CASEWORK SCHEDULE

(2) The following listed accompanying new section, bearing the notation "ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-98-B-0003" shall be added to the specifications and add to the Table of Contents:

<u>Section No.</u>	<u>Title</u>
08100	DOOR SCHEDULE

(3) Section 02210 - GRADING - Delete this Section in its entirety.

c. Drawings.

(1) Drawing C1.01, Sequence 0009, SITE GRADING PLAN, third line of note immediately below drawing title "SITE GRADING PLAN" - Revise the word "SEEDED" to read "TURFED".

(2) Drawing C1.01, Sequence 0008, SITE DETAILS, Detail 01/C1.04/C1.04, Plan Detail Mechanical Yard - Revise

elevations at top of concrete slab and delete reference re: 7/C4.04. See attached 8-1/2" x 11" drawing.

- (3) Drawing C4.01, Sequence 0013, CIVIL DETAILS, Detail 7/C1.03/C1.04/C2.01/C4.01, Sidewalk Details - Delete note "reinforcing as required" and replace with new note:  
  
"Reinforce with 150 mm x 150 mm W2.9 x W2.9"
- (4) Drawing C4.05, Sequence 0017, CIVIL DETAILS - Delete details 2/A2.01/C4.05 Expansion joints, and 3/C2.01/C4.05 Construction Joints.
- (5) Drawing I1.01, Sequence 0021, LANDSCAPE PLAN, Note 8, third line- Revise the word "SEEDED" to read "TURFED".
- (6) Drawing A6.01, Sequence 0041, WALL SECTIONS, Wall Section 01 - At the roof note "BATT INSUL R-19 MIN" add the following note: "Install insulation over purlins, hold tight against metal roofing".
- (7) Drawing A6.01, Sequence 0041, WALL SECTIONS, Wall Section 02 - At the roof note "BATT INSUL R-19 MIN" add the following note: "Install insulation over purlins, hold tight against metal roofing".
- (8) Drawing A6.01, Sequence 0041, WALL SECTIONS, Detail 03 - At the roof add the following to the note: "BATT INSULATION": "Install, insulation over purlins, hold tight against metal roofing".
- (9) Drawing A6.02, Sequence 0042, WALL SECTIONS, Wall Section 01 - At the roof add the following note: "BATT INSUL R-19 MIN, Install insulation over purlins, hold tight against metal roofing".
- (10) Drawing A6.02, Sequence 0042, WALL SECTIONS, Wall Section 02 - At the roof add the following note just below column line 2: "BATT INSUL R-19 MIN, Install insulation over purlins, hold tight against metal roofing".
- (11) Drawing A6.03, Sequence 0043, WALL SECTIONS, Wall Section 02 - At the lower roof add the following to the note "BATT INSULATION": "Install, insulation over purlins, hold tight against metal roofing".
- (12) Drawing A6.04, Sequence 0044, WALL SECTIONS, Wall Section 01 - At the roof of the wall section, add the following note: "BATT INSUL R-19 MIN, Install insulation over purlins, hold tight against metal roofing".

(13) The drawings listed below shall be voided and the attached new drawings of the same number, each bearing the notation "AM #0001, shall be substituted therefor:

<b>Seq 8</b>	<b>C1.04</b>	<b>SITE DETAILS</b>
<b>Seq 9</b>	<b>C2.01</b>	<b>SITE GRADING PLAN</b>

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
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**IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.**

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
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7. ISSUED BY	CODE	8. ADDRESS OFFER TO
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9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i>
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**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date):*

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

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

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ *(hour)*  
local time \_\_\_\_\_ *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes  
containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

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

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

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

AMOUNTS 

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

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN  (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION NUMBER DACA63-98-B-0003

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SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

- 1            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

- 2            52.0-4000 ITB    NOTICE OF AVAILABILITY OF SOLICITATION PROVISIONS (52.0000-4000 ITB)

Text of the referenced clauses can be found in the Federal Acquisition Regulations, Part 52, "Solicitation Provisions and Contract Clauses." The Federal Acquisition regulations are available (1) in the larger public libraries, (2) on the Internet (WEB site address "http://www.gsa.gov/far" or (3) may be purchased from the Superintendent of Documents, Congressional Sales Office, Government Printing Office, Washington, DC 20402. Upon award of a contract the complete text of the referenced clauses will be furnished to the Contractor.

(End of Provision)

- 3            52.0-4001 ITB    CENTRAL CONTRACTOR REGISTRATION (52.0000-4001 ITB)

Central Contractor Registration (CCR) allows Federal Government contractors to provide basic business information, capabilities, and financial information one time to the government. To make registration easier, on October 1, 1996, the Department of Defense (DoD) implemented the capability for contractors to register in the CCR through the World Wide Web. The CCR Web site may be accessed at <http://www.acq.osd.mil/ec>. Registration can also be accomplished via dial up modem at 614-692-6788 (User ID: ccrpub; Password: pub2ccri), or through any DoD Certified Value Added Network. Additionally, a paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

DoD would now like to use the CCR to comply with the recently enacted Debt Collection Improvement Act of 1996, which requires Federal agencies to have the Taxpayer Identification Number (TIN) of every contractor and to pay every contractor through electronic funds transfer. Having the necessary contractor information centrally available through the CCR where it can be accessed by both contracting and payment offices will greatly enhance DoD's ability to comply with the law. Additionally, contractors will have to provide this information only once and update it annually and as key company information changes, rather than providing it in response to every solicitation.

Changes to the DoD Federal Acquisition Regulation Supplement are in process to implement the requirement that, for awards resulting from solicitations issued after May 31, 1998, the contractor must be registered in the CCR or the contract cannot be awarded. This requirement will apply to all solicitations and awards, regardless of the media used: paper, oral, fax, electronic, etc. The only exceptions will be for purchases made with the Government wide commercial purchase card, contracting officers located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.

(End of Provision)

- 4            52.0-4009            PROJECT INFORMATION (52.0000-4009)

A. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone 817 978 3301.

B. For information regarding bidding procedures or bonds, contact Contracting Division, 817 978 3391, or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.

C. Bids will be publicly opened, at the time and date stated in the solicitation, in Room 2A20, 819 Taylor Street, Fort Worth, Texas.

D. Hand Carried Bids: Hand carried bids prior to 30 minutes before bid opening must be deposited in the "Bid Depository," Room 2A19, 819 Taylor Street, Fort Worth, Texas. Hand carried bids within 30 minutes of the stated bid opening time should be taken to the Bid Opening Room, Room 2A20, prior to the time stated for bid opening.  
(End of Clause)

5 52.0-4010 GENERAL NOTICES (52.0000-4010)

a. In the technical specifications wherever the term "stabilized aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."

b. Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 USC 1001. (FAR 52.214-4)

c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

d. Statements in technical section submittal paragraphs that "Submittals shall be submitted in accordance with the Section 01300: Submittals" shall be deemed to mean "Submittals shall be submitted in accordance with Section 01300, SUBMITTAL PROCEDURES."  
(End of Provision)

Amend #1

6 52.0-4049 PRINCIPAL CONTRACTING OFFICER (52.0000-4049)

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

7 52.0-4071 SUBMISSION OF BIDS VIA EXPRESS MAIL (52.0000-4071)

a. Your attention is directed to Federal Acquisition Regulation (FAR) 52.214-5 SUBMISSION OF BIDS, which requires that bids be addressed to the office specified in the solicitation, and show the time specified for receipt, the solicitation number, and the name and address of the bidder.

b. When using express mail services (i.e. Federal Express, Air Borne, Emery, etc.) other than the United States Postal Services Overnight Express, you must include the room number in the address, which requires delivery directly to a specific room. Failure to include the room number can cause delays, and could result in your bid being rejected as late.

8 52.0-4072 BIDDER'S QUALIFICATIONS (52.0000-4072)

Pursuant to FAR 9.1, before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

9 52.0-4073 INFO ON EXECUTION OF COMPETITIVE INFORMATION CERTIFICATION (52.0000-4073)

(AUG 89) (AL 89-21)

Prospective Bidders/Offeror are hereby notified that, prior to award, the apparent low bidder or apparently successful offeror will be required to execute a "Competitive Information Certificate" if such prospective awardee is listed as a contractor from whom a "Competitive Information

Certificate" is required. This certification is required for all competitive procurements which exceed \$100,000 and is in addition to the contractor certification requirements set forth in FAR 3.104-9.

10 52.0-4074 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (52.0000-4074)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of the Section 00800, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the Area/Resident Office hereinbefore listed. Bidders/Contractors may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted.

11 52.0-4075 NOTICE ON POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION (52.0000-4075)

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

12 52.0-4076 PARTNERING (52.0000-4076)

In order to most effectively accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

13 52.0-4077 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (52.0000-4077) Reference FAR 52.219-0009.

The bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required by the FAR.

14 52.36-4000 ESTIMATED CONSTRUCTION COST (52.0036-4000)

The estimated cost of the proposed construction is between \$1M and \$5M.

15 52.36-4001 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (52.0036-4001)

a. Site Visit (FAR 36.303(c)(5))

Offeror's attention is directed to the contract clause SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. Information relative to site visit/site inspection prior to offering may be obtained from:

Lackland Resident Office  
US Army Engineer District, Fort Worth  
ATTN: CESWF-AO-S-L  
4204 Woodcock, Suite 245  
San Antonio, TX 78228-1319  
210 675-7712 or 210-731-3460

b. Inspection Arrangements

Prior to inspection of the premises, offerors shall make arrangements with the project office listed above. After arrangements have been made, offerors are invited to inspect the premises between 9 a.m. and 4 p.m. on Tuesdays and Thursdays, at which time a representative of the Government will be available for assistance.

Amend #1

16 52.36-4002 AVAILABILITY OF UTILITY SERVICES (52.0036-4002)

Water, gas, and electricity are available from Government-owned and operated systems. See Section 00800 SPECIAL CLAUSES for details.

17 52.36-4501 PERFORMANCE OF WORK BY CONTRACTOR (52.0036-4501)

Unless he has submitted such description with his bid, the successful bidder must furnish the Contracting Officer within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

Amend #1 18 DELETED

19 52.210-4001 EBS AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS AND OTHER PERTINENT DOCUMENTS (DEC 1991)(52.0210-4001 EBS)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

U.S. Army Corps of Engineers, Fort Worth  
ATTN: CESWF-CT  
819 Taylor, Room 2A19  
Post Office Box 17300  
Fort Worth, Texas 76102-0300

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document. One electronic copy of the specifications, which include drawings, will be furnished on a compact disk free of charge to all those who submit the above information.

\*\*NOTE\*\* Paper plans and specifications will not be issued on this solicitation.

(End of provision)

20 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

© Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

21 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (JUN 1997)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to Offerors and Contractors

from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document  
Order Desk, Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Facsimile No.....215-697-2978

(End of provision)

22 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be /\_/ DX rated order; /X/ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

23 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.  
"Offer" means "bid" in sealed bidding.  
"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

24 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

25 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)  
(R 2-201(b)(xiii))  
(R 1-2.201(a)(11))

26 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)  
(R SF 33A, Para 3, 1978 JAN)

27 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is

received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office To Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

© The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph © of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(End of provision)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

© If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)  
(R SF 22, Para 5, 1978 FEB)

29 52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

© The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

30 52.214-31 FACSIMILE BIDS (DEC 1989)

(a) Definition. "Facsimile bid," as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Bidders may submit facsimile bids as responses to this solicitation. These responses must arrive at the place and by the time, specified in the solicitation.

© Facsimile bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Facsimile bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Facsimile receiving data and compatibility characteristics are as follows:

- (1) Telephone number of receiving facsimile equipment: 817 478 3166
- (2) Compatibility characteristics of receiving facsimile equipment

Amend #1 (DIGITAL FACSIMILE TRANSCIEVER; MAKE: HEWLETT PACKARD; MODEL: 900; COMPATIBILITY: CCITT GROUP 2 AND 3; COMMUNICATIONS: HALF DUPLEX)

(g) If the bidder chooses to transmit a facsimile bid, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of garbled or incomplete bid.

- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(End of provision)

31 52.214-4000 CONTRACT CLAUSE AND SOLICITATION PROVISION NUMBERING (JAN 1990)  
(52.0214-4000)

This document is computer generated by the Standard Army Automated Contracting System (SAACONS). The numbering system used by the computer for contract clauses and solicitation provisions differs slightly from the procurement regulations. It is similar and easily recognizable. The Federal Acquisition Regulation (FAR) numbering format for contract clauses and solicitation provisions is 52.2xx-x, with the specific FAR provision or clause number being a sequence assigned within each section or subpart 52.2. SAACONS always uses a 9 digit number (e.g. 52.2XX.XXXX).

FAR contract clauses and solicitation provisions are recognized by a "0" in the 6th digit of the SAACONS number. Department of Defense Federal Acquisition Regulation Supplement (DFARS) contract clauses and solicitation provisions are recognized by a "7" in the 6th digit of the SAACONS number. Army Federal Acquisition Regulation Supplement (AFARS) contract clauses and solicitation provisions are recognized by a "9" in the 6th digit of the SAACONS number. Engineer Federal Acquisition Regulation Supplement (EFARS) contract clauses and solicitation provisions and local instructions and provisions which were previously referred to by paragraph number only, now appear as "local clauses" with local clause numbers. They are recognizable by a "4" in the 6th digit of the SAACONS number. The word "(EFARS)" will appear in parenthesis at the end of the title of the clause/provision from that supplement; The word "(Local)" will appear in like manner to identify local implementation. (FAR, DFARS AND AFARS clauses and provisions that have recently been modified or added may also be numbered as local clauses pending their integration into the SAACONS database by the SAACONS contractor. Until the integration is complete the title line will identify the regulatory source. Examples of the difference in the numbering are provided below:

STANDARD NUMBERING SYSTEM		SAACONS
FAR	52.227-1	52.227-0001
DFARS	252.243-7000	52.243-7000
AFARS	52.237-9030	52.237-9030
EFARS	52.202-10001	52.202.4001 E
LOCAL	NONE	52.XXX.4XXX L

Authorized alternate versions of the clauses are sometimes used, and are identified in the applicable regulation by sequential Roman numeral identifiers. When an alternate version is used the SAACONS clause number will be followed by the appropriate Roman numeral identified. For example, FAR Clause 52.202-1 in its Alternate I version is entitled "DEFINITIONS (APR 1984)--ALTERNATE I (APR 1984)". The clause number will appear as "52.202-1 I". An Alternate II version of a clause would appear as "52.xxx-xxxx II".

32 52.214-4005 SUBMISSION OF BIDS (MAR 1997) (52.214-4005)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

© Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered

unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

NOTICE: REFERENCE PARAGRAPH © ABOVE, PROVISION ENTITLED "SUBMISSION OF BIDS". TELEGRAPHIC BIDS ARE NOT AUTHORIZED. THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT, DOES NOT HAVE A TELETYPE NUMBER. IF A BID MODIFICATION OR WITHDRAWAL MUST BE SUBMITTED BY TELEGRAM, THEN BIDDERS MUST COORDINATE WITH WESTERN UNION FOR TIMELY DELIVERY. THE GOVERNMENT ASSUMES NO RESPONSIBILITY FOR LATE BID MODIFICATION OR WITHDRAWAL.

33 52.214-4208 AMENDMENTS OF INVITATION FOR BIDS (52.0214-4208)

Pursuant to FAR 14.208, the right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening of bids. Such revisions and AMENDMENTS, if any, will be announced by an amendment or AMENDMENTS to this Invitation for Bids. If revisions and AMENDMENTS are of a nature which requires material changes in quantities or bid prices or both, the date set for opening bids may be postponed by such number of days, as in the opinion of the issuing officer, will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

34 52.228-4203 SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES (FEB 1990) (52.0228-4203)

The Security interest, including pledged assets as set forth in the contract clause entitled "PLEDGES OF ASSETS", and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. FAILURE TO PROVIDE WITH THE BID BOND A PLEDGE OF ASSETS (SECURITY INTEREST) IN ACCORDANCE WITH FAR 28.203-1 WILL RESULT IN REJECTION OF A BID WHICH IS BONDED BY INDIVIDUAL SURETIES.

35 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(SS 7-104.91(a) 1962 SEP)

36 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from  
Corps of Engineers, Fort Worth District  
Contract Specialist, Tongee Flemming  
819 Taylor St.  
Room 2A19/CESWF-CT-M  
Ft. Worth, TX 76102-0300

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

(End of provision)

Amend #1 37 DELETED

Amend #1 38 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.

As prescribed in 4.603(a), insert the following provision:

Data Universal Numbering System (DUNS) Number (Apr 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

© Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

Amend #1 39 52.214-5 SUBMISSION OF BIDS.

As prescribed in 14.201-6(c)(1), insert the following provision:

Submission of Bids (Mar 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means)--

(1) Addressed to the office specified in the solicitation; and

(2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

© Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

Amend #1 40 PAYMENTS BY ELECTRONIC FUNDS TRANSFER (52.0000-4085)

1. Reference Federal Acquisition Regulation (FAR) Clause 52.232-34 Optional Information for Electronic Funds Transfer Payment.

2. Payments for any award resulting from this solicitation may be paid by Electronic Funds Transfer (EFT). While EFT is not mandatory at this time, it is highly recommended that the successful bidder provide information to the Disbursing Office to allow EFT.

3. The Direct Deposit Form and Instructions required to process payments for EFT can be found on the Fort Worth District home page at <http://www.swf.usace.army.mil/links/resource/finance.htm> or obtained from the contract specialist handling this solicitation.

(End of Provision)

Amend #1 41 NOTIFICATION OF UNSUCCESSFUL BIDDERS (52.0000-4086)

Federal Acquisition Regulation (FAR) Subpart 14.409-1, Award of Unclassified Contracts, requires that the contracting officer notify each unsuccessful bidder in writing or electronically within three days after contract award.

This provision serves as your notice that the Ft. Worth District will post all contract award information for this solicitation electronically on the Fort Worth District Contracting Division Home Page located at <http://ebs.swf.usace.army.mil>. All bidders are required to review this page daily after bid opening for award information. We will not issue unsuccessful bidder letters in writing.

(End of Provision)

Amend #1 42 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS (MAY 1997)

(a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-5, Buy American Act Construction Materials, of this solicitation. The terms "construction material" and "domestic construction material," as used in this provision, have the meanings set forth in FAR clause 52.225-5.

(b) Offerors should request a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of offers. For evaluation of a request for a determination regarding the inapplicability of the requirements of the Buy American Act prior to the time set for receipt of offers, the information and applicable supporting data required by paragraphs © and (d) of FAR clause 52.225-5 shall be included in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act prior to submission of its offer, or has not received a response to a request made prior to submission of its offer, the information and supporting data shall be included in the offer.

© Evaluation of offers.

(1) For evaluation of offers, (unless agency regulations specify a

higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(3)(I) of FAR clause 52.225-5.

(2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material listed in the solicitation at paragraph (b)(2) of FAR clause 52.225-5, or subsequently excepted in accordance with paragraphs (b)(3) (ii) or (iii) of FAR clause 52.225-5, award shall be made to the offeror that submitted the latter offer.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(2) of FAR clause 52.225-5, offerors also may submit alternate offers based on use of equivalent domestic construction material.

(2) If alternate offers are submitted, a separate Standard Form 1442 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraphs © and (d) of FAR clause 52.225-5, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

(3) If the Government determines that a particular exception requested under paragraph © of FAR clause 52.225-5 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(I) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

(ii) In negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

(End of provision)

END OF SECTION 00100

ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION DACA63-98-B-0003

SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

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1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (I) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

(2)(I) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

© If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

Amend #1 2 DELETED

3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds 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 on his or her behalf in connection with 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, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) 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

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

© Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

4 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs © through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

© Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

5 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) Representation. The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern 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 whose management and daily business operations are controlled by one or more women.

(End of provision)

6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

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

(I) The Offeror and/or any of its Principals--

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

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

© Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(I)(B) of this provision.

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of provision)

7 52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(I)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

© Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest;

and

(2) A description of the significant interest held by each government.

(End of provision)

8 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that--

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or

(b) If the bidder is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_.

(country)

(End of provision)

9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1542

(2) The small business size standard is \$17M

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

(b) Representations. (1) The offeror represents as part of its offer

that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

© Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) 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

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

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(I) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

10 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.

© Failure to identify the labor surplus areas 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.

(End of provision)

11 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

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

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

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

12 52.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS) (JUN 1997)

(a) Definition. "Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

\_\_\_\_\_ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

\_\_\_\_\_ Black American (U.S. citizen)

\_\_\_\_\_ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

\_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_\_ Other

© Complete the following--

(1) The offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror--

\_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(End of provision)

13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It /\_/ has, /\_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It /\_/ has, /\_/ has not, filed all required compliance reports; and

© Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

14 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is /\_/ is not /\_/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror

proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

© The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)  
(AV 7-2003.71 1977 JUN)  
(AV 1-1.2302-1)

15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

/\_\_\_/ (I) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

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

/\_\_\_/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

/\_\_\_/ (v) 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.

(End of provision)

16 52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

© Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION DACA63-98-B-0003

END OF SECTION 00600

ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION DACA63-98-B-0003

SECTION 00700

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ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION DACA63-98-B-0003

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	64	52.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (OCT 1992)
	65	52.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
	66	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISE (SEP 1996)
	67	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
	68	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
	69	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)
	70	52.227-13	PATENT RIGHTS--ACQUISITION BY THE GOVERNMENT (JAN 1997)
	71	52.227-7033	RIGHTS IN SHOP DRAWINGS (APR 1966)
	72	52.228-1	BID GUARANTEE (SEP 1996)
	73	52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
	74	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
	75	52.228-11	PLEDGES OF ASSETS (FEB 1992)
	76	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
	77	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
Amend #1	<u>78</u>		<u>DELETED</u>
	79	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)
	80	52.232-17	INTEREST (JUN 1996)
	81	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
	82	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)
	83	52.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)
	84	52.233-1	DISPUTES (OCT 1995)
	85	52.233-3	PROTEST AFTER AWARD (AUG 1996)
	86	52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
	87	52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
	88	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
	89	52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
	90	52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
	91	52.236-8	OTHER CONTRACTS (APR 1984)
	92	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

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	93	52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
	94	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
	95	52.236-12	CLEANING UP (APR 1984)
	96	52.236-13	ACCIDENT PREVENTION (NOV 1991)
	97	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
	98	52.236-17	LAYOUT OF WORK (APR 1984)
	99	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
	100	52.236-7000	MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
	101	52.236-7005	AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
	102	52.242-13	BANKRUPTCY (JUL 1995)
	103	52.242-14	SUSPENSION OF WORK (APR 1984)
	104	52.242-7000	POSTAWARD CONFERENCE (DEC 1991)
	105	52.243-4	CHANGES (AUG 1987)
	106	52.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
	107	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (OCT 1997)
	108	52.245-1	PROPERTY RECORDS (APR 1984)
	109	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
Amend #1	<u>110</u>		<u>DELETED</u>
	111	52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
	112	52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
	113	52.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
	114	52.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)
	115	52.248-3	VALUE ENGINEERING--CONSTRUCTION (MAR 1989)
	116	52.249-2 I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)--ALTERNATE I (SEP 1996)
	117	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
	118	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
	119	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
Amend #1	<u>120</u>	<u>52.203-8</u>	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</u>
Amend #1	<u>121</u>	<u>52.203-6</u>	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</u>
Amend #1	<u>122</u>	<u>52.232-34</u>	<u>OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT. (Aug 1996)</u>
Amend #1	<u>123</u>	<u>52.236-6</u>	<u>SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984)</u>
Amend #1	<u>124</u>	<u>252.245-7001</u>	<u>REPORTS OF GOVERNMENT PROPERTY. (MAY 1994)</u>

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Amend #1 125      52.228-12      PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

2 52.0-4000 CONTRACT CLAUSE AND SOLICITATION PROVISION NUMBERING (LOCAL) (52.0000-4000) (FEB 1996)

This document is computer generated by the Standard Army Automated Contracting System (SAACONS). The numbering system used by the computer for contract clauses and solicitation provisions differs slightly from the procurement regulations. It is similar and easily recognizable. The Federal Acquisition Regulation (FAR) numbering format for contract clauses and solicitation provisions is 52.2xx-x, with the specific FAR provision or clause number being a sequence assigned within each section or subpart 52.2. SAACONS always uses a 9 digit number (e.g. 52.2XX.XXXX).

FAR contract clauses and solicitation provisions are recognized by a "0" in the 6th digit of the SAACONS number. Department of Defense Federal Acquisition Regulation Supplement (DFARS) contract clauses and solicitation provisions are recognized by a "7" in the 6th digit of the SAACONS number. Army Federal Acquisition Regulation Supplement (AFARS) contract clauses and solicitation provisions are recognized by a "9" in the 6th digit of the SAACONS number. Engineer Federal Acquisition Regulation Supplement (EFARS) contract clauses and solicitation provisions are recognized by a "5" in the 6th digit of the SAACONS number. Local instructions and provisions which were previously referred to by paragraph number only, now appear as "local clauses" with local clause numbers. They are recognizable by a "4" in the 6th digit of the SAACONS number. FAR, DFARS, AFARS, and EFARS clauses and provisions that have recently been modified or added may also be numbered as local clauses pending their integration into the SAACONS database. Until the integration is complete the title line will identify the regulatory source. Examples of the difference in the numbering are provided below:

STANDARD NUMBERING SYSTEM		SAACONS
FAR	52.227-1	52.227-0001
DFARS	252.243-7000	52.243-7000
AFARS	52.237-9030	52.237-9030
EFARS	52.202-10001	52.202.5001
LOCAL	NONE	52.XXX.4XXX

Authorized alternate versions of the clauses are sometimes used, and are identified in the applicable regulation by sequential Roman numeral identifiers. When an alternate version is used the SAACONS clause number will be followed by the appropriate Roman numeral identified. For example, FAR Clause 52.202-1 in its Alternate I version is entitled "DEFINITIONS (APR 1984)--ALTERNATE I (APR 1984)". The clause number will appear as "52.202-1 I". An Alternate II version of a clause would appear as "52.xxx-xxxx II".

3 52.201-7000 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)

4 52.202-1 I 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.

© 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.

(End of clause)

5 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.

© If this contract is terminated under paragraph (a) above, 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 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)

(R 7-104.16 1952 MAR)

6 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)  
(R 7-103.20 1958 JAN)  
(R 1-1.503)  
(R 1-7.102-18)

7 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
- (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 the kickback. The Contracting Officer may order that 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 subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

8 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 © 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--

(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.

© 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 © 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)

9 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.

"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.

© 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.

(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.

© 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.

© 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.

(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)

10 52.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)

(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) 10 U.S.C. 2408 provides that 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:

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

(2) Serving on the board of directors of any DoD Contractor or first-tier subcontractor; or

(3) Serving as a consultant to any DoD Contractor or first-tier subcontractor.

© Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further 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

prohibitions 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.

(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 Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

Amend #1 11 DELETED

12 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.

(End of clause)

13 52.204-7003 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)

14 52.205-7000 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@ 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.

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

(End of clause)

15 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 interest. The Contractor shall not enter into any subcontract in excess of \$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.

© 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 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)

16 52.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE 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.

(End of clause)

17 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)

Amend # 1 18 DELETED

19 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.

© 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.

(End of clause)

20 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.

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

© 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)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, 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.

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

(2)(I) Except as prohibited by subdivision (d)(2)(ii) of this clause, 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.

(End of clause)

21 52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING

(OCT 1997)

(a) The requirements of paragraphs (b) and © 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 15.403-4(a)(1), and (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.

© The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause 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).  
(End of clause)

22 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

23 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

24 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

(a) It is the policy of the United States that 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, 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 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.

© As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term "small business concern owned and controlled by women" shall mean a small business concern (1) 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 (2) whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a 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)

25 52.219-9 I SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)--ALTERNATE I (OCT 1995)

(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.

© The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns 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 concerns, small disadvantaged business concerns 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 small disadvantaged business concerns; and

(iv) 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) small disadvantaged business concerns and (iii) 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 Automated Source System (PASS) of the Small Business Administration, 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, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities

(e.g., outreach, assistance, counseling, 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) small disadvantaged business concerns, and (iii) 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, 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 in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small 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, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged 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., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged 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 small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate 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 company or division-wide annual 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, small disadvantaged 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, small disadvantaged 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, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.

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

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as 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 (d) above, 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 provides copies of the approved master plan and 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 Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(End of clause)

26 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)

(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, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product 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 © 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, Small Disadvantaged and Women-Owned 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 or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

© 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. 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 product plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product 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)

27 52.219-4001 NATIVE AMERICAN GRAVES PROTECTION (JAN 1993) (52.0219-4001)

(a) The Native American Graves Protection and Repatriation Act, hereinafter referred to as "the Act", enacted November 16, 1990, (Public Law 101-601, 25 U.S. Code) is applicable to this contract.

(b) The contractor may discover Native American human remains and objects, as defined in the Act, during contract execution. In the event of such discovery the contractor shall immediately cease activity in the area of the discovery and shall immediately notify the contracting officer of the discovery. The contractor shall make a reasonable effort to protect the items discovered in accordance with the Act and before resuming activity in the area. Fines and penalties for illegal trafficking in Native American human remains and cultural items are as defined in the Act.

© Upon receipt of notification of the discovery, the contracting officer will notify the appropriate authorities as required by the Act. The cessation of the activity in the area shall be for a minimum period of 30 days after the contracting officer has received certification of receipt of notification from the appropriate authorities, in accordance with the Act.

(d) The contractor shall not resume activity in the area of the discovery until the contracting officer has given the contractor notice that the contractor may resume the activity.

28 52.219-7003 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 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.

© 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.

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

(1) Protégé firms which are qualified organizations employing the severely handicapped; and

(2) Former protégé 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)

Amend #1 29 DELETED

Amend #1 30 DELETED

31 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)

32 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  $1\frac{1}{2}$  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 mechanic 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.

© 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.

(End of clause)

33 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.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(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.

© 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.

(End of clause)

34 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

35 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

(End of clause)

36 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not

specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(End of clause)

37 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

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

(End of clause)

38 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.

(End of clause)

39 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

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

(End of clause)

40 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

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

(End of clause)

41 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 of their representatives.

(End of clause)

42 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).

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

(End of clause)

43 52.222-26 EQUAL OPPORTUNITY (APR 1984)

(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) below. Upon request, 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.

(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. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(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, 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 subparagraph (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 agency 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.

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

(End of clause)

(R 7-103.18 1978 SEP)

(R 1-12.803-2)

(R 7-607.13 1978 SEP)

44 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)

(a) Definitions.

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

"Director," as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor,

or any person to whom the Director delegates authority.

"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.

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

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

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

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

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

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

(4) Immediately notify the Director 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) above.

(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 onsite 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 toilet and necessary changing facilities 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). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16), 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) above, 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 Director 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.

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

(End of clause)  
(R 7-603.60 1978 SEP)

45 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

- (I) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(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 special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans 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.

© Listing openings. (1) The Contractor agrees to list all suitable 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 suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable 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.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph © above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(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 special 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 Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), 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 special disabled and Vietnam Era veterans.

(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 Director to enforce the terms, including action for noncompliance.

(End of clause)  
(R 7-103.27 1976 JUL)  
(R FPR Temp. Reg. 39)

46 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(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 handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap 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 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 handicapped individuals 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 Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), 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 Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

© 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 \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

(End of clause)  
 (R 7-103.28 1976 MAY)  
 (R FPR Temp. Reg. 38)

47 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special 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 special 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."

© Reports shall be submitted no later than March 31 of each year beginning March 31, 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. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 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. 2012.

(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)

Amend #1 48 DELETED

49 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act", as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111© or section 111(d) of the Air Act (42 U.S.C. 7411© or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will

be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)  
(R 7-103.29 1975 OCT)  
(R 1-1.2302)

50 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.  
(If none, insert None)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

© This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

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

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(I) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or data acquired from other sources.

(End of clause)

51 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)

(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 Data Safety Sheets required by Section 311 of EPCRA, the emergency and hazardous chemical inventory forms of Section 312 of EPCRA, and the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(End of clause)

52 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--

(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.

© 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 © 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)

53 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© 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 section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(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.

© 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).

(End of clause)

Amend #1 54 DELETED

55 52.223-7006 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)

56 52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials," means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"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 as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:

%%Insert list of applicable accepted materials or indicate "none"  
none

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(I) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

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

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

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

© Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission 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. 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).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(I) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph © of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) +
-----			
Item 1:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....
Item 2:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....

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

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

(End of clause)

57 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)

(a) Unless advance written approval of the Contracting Officer is obtained, 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 include Cuba, Iran, Iraq, Libya, and North Korea.

(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.

© The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

Amend #1 58 DELETED

Amend #1 59 DELETED

Amend #1 60 DELETED

Amend #1 61 DELETED

62 52.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 1997)

(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 © 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 a qualifying country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(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.

(End of clause)

Amend #1 63 DELETED

64 52.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (OCT 1992)

The Contractor agrees that all carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable under this contract, or purchased by the contractor as a raw material, for use in a Government-owned facility or a facility under the control of the Department of Defense, shall be melted and rolled in the United States or Canada.

(End of clause)

65 52.225-7031

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992) (Reference 25.770-5)

66 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which 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© 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 shall 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, which 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.

© The Contractor agrees to 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 self-certification of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the self-certification of a subcontractor, the Contracting Officer shall 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-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer.

The 5 percent incentive payment will not 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 equitable adjustment to the prime contract shall be 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.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. Contracting Officers shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause)

67 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.

(End of clause)

68 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.

© 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, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

69 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.

(End of clause)

(R 7-602.16 1964 JUN)

70 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 © 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.

© 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--

(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;

© 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 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 © 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 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.

(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 certifying 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;

(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)

71 52.227-7033 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.

(End of clause)

72 52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid

bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

© The amount of the bid guarantee shall be 20 percent of the bid price or \$3M , whichever is less.

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

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

73 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;

© 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.  
(End of clause)

74 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.

© 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)

75 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 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)

76 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.

© 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)

77 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 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)

(AV 7-103.10@ 1963 NOV)

(AV 1-11.401-3(a))

Amend #1 78 DELETED

79 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.

© Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) 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 shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this

clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.  
(End of clause)

80 52.232-17 INTEREST (JUN 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.

(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.

© 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.

(End of clause)

81 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.

© 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)

82 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 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 paragraphs (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 paragraph (a)(1)(I) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) 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 paragraphs (a)(3)(I) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday 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.

(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 paragraph (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.

© 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) 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

© 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--

(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.

© 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 14 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.

© 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.

(d) Subcontract clause interpretation. The clauses required by paragraph © 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 paragraph (e)(5)(I)) of this clause; or
- (B) Seven days after the Contractor recovers such funds from the Government; or
- (ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;
- (5) Notice to Contracting Officer. Notify the Contracting Officer upon--
- (I) Reduction of the amount of any subsequent certified application for payment; or
- (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
- (A) The amounts withheld under 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--
- (I) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
- (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(I) of this clause.
- (2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--
- (I) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or
- (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- (g) Written notice of subcontractor withholding. 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 © 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 © 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.

(End of clause)

83 52.232-7006 REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)

(a) 10 U.S.C. 2307(e) permits the head of the agency to reduce or suspend further payments to the Contractor upon a written determination by the agency head that substantial evidence exists that the Contractor's request for advance, partial, or progress payments is based on fraud. The provisions of 10 U.S.C. 2307(e) are in addition to any other rights or remedies provided the Government by law or under contract.

(b) Actions taken by the Government in accordance with 10 U.S.C. 2307(e) shall not constitute an excusable delay under the Default clause of this contract or otherwise relieve the Contractor of its obligations to perform under this contract.

(End of clause)

84 52.233-1 DISPUTES (OCT 1995)

(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.

© "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) 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 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 ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that 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)

85 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.

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

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

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

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

(End of clause)

86 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.

(End of clause)

(R 7-603.15 1965 JAN)

(R 1-18.104)

87 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(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.

© No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

88 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

89 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.

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

(End of clause)  
(R 7-602.9 1964 JUN)

90 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

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

(End of clause)

92 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

93 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.

© 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.

(End of clause)

94 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

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

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

(End of clause)

95 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.

(End of clause)

96 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.

© 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.

(End of clause)

97 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

© Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

98 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and

grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)  
(R 7-604.3 1965 JAN)

99 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.

© Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.  
(End of clause)

100 52.236-7000 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.

© 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.

(End of clause)

101 52.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

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

(1) "Landing areas" means--

(I) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The clear zone beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(I) The approach-departure clearance surface is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the

end.

(ii) The approach-departure clearance zone is the ground area under the approach-departure clearance surface.

(iii) The transitional surface is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the--

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while--

(I) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

© The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

(I) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

(I) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which

is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

(End of clause)

102 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)

103 52.242-14 SUSPENSION OF WORK (APR 1984)

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

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

© A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

104 52.242-7000 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)

105 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.

© Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

106 52.243-7001 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.

(End of clause)

107 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (OCT 1997)  
(Reference 44.204(a)(1))

108 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.

(End of clause)

(AV 7-104.24(g) 1967 AUG)

109 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) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

© 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

© Reimbursement of the cost of the material by the Government, whichever occurs first.

(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 © 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)

Amend #1 .

110 DELETED

111 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.

© 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) below.

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

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

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

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

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

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

(End of clause)

112 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.

© The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(I) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

(R 7-604.4 1976 JUL)

113 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(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. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(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) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. 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.

© 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;
- (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.

(d) 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.

(e) 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.....			

(f) 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.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

114 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

115 52.248-3 VALUE ENGINEERING--CONSTRUCTION (MAR 1989)

(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.

(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.

© 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 shall 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 shall 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.

(2) If the VECP is not accepted, the Contracting Officer shall 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.

(3) 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 accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to

litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(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 instant contract amount shall be increased 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 shall not exceed (1) the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(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)

116 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)--  
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as

subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (I) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (I) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

© 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 (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated.

The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(I) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(I) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(I) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(I) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(I) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

117 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

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

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

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

© If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

118 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(NM)

119 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

© If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

Amend #1 120 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 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 subsection 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.

© 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.

(End of clause)

Amend #1 121 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Jul 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may

have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

© The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

Amend #1 122 52.232-34 OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT. (Aug 1996)

(a) Method of payment. (1) Except as provided in paragraph (a)(2) of this clause, after the Contractor provides the information described in paragraph (d) of this clause, in accordance with paragraph (b) of this clause, payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(2) Notwithstanding the provision of this clause making the furnishing of EFT information optional, the Contractor shall furnish the EFT information described in paragraph (d) for any payment to be made after January 1, 1999.

(b) Contractor consent. (1) If the Contractor is willing to be paid by EFT, the Contractor shall provide the EFT information described in paragraph (d) of this clause. The Contractor agrees that, after providing EFT information in accordance with this clause, the Contractor cannot withdraw the Government's right to make payment by EFT for this contract.

(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 payment office.

© Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, for which the Contractor desires EFT payment, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the domestic banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payment only:

(I) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(I) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment. (1) Notwithstanding the provisions of any other clause of this contract, if, after receipt of the Contractor's EFT information in accordance with paragraph (b) of this clause, the EFT information is found to be incorrect, or, for payment after January 1, 1999, if EFT information has not been furnished, then until receipt by the designated payment office of the correct EFT information from the Contractor--

(I) The Government is not required to make any further payment under this contract; and

(ii) Any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

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

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, 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 Contractor-provided EFT information was incorrect at the time 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 retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given 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.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment

transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(I) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which 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 (e) of this clause.

(j) Payment office discretion. If, after submitting the EFT information, the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(End of clause)

Amend #1 123 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (Apr 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

Amend #1 124 252.245-7001 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)

Amend #1 125 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.

(End of clause)

ACCOMPANYING AMENDMENT NUMBER 0001 TO SOLICITATION DACA63-98-B-0003

END OF SECTION 00700

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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Amend #1	<u>6</u>		<u>DELETED</u>
	7	52.1-4051 196	EPA INDEMNIFICATION UNDER CERCLA - (42 u.s.c. 9619) - FIXED PRICE CONTRACT (52.0001-4051 196)
	8	52.1-4063	VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86) (52.0001-4063)
Amend #1	<u>9</u>		<u>DELETED</u>
	10	52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)
Amend #1	<u>11</u>		<u>DELETED</u>
Amend #1	<u>12</u>		<u>DELETED</u>
	13	52.228-4005 L1	REQUIRED INSURANCE (APR 1984) (52.0228-4005 L1)
	14	52.228-4102 Con	BONDS (DEC 1991) (52.0228-4102 CON)
Amend #1	<u>15</u>		<u>DELETED</u>
	16	52.231-5000 efr	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS
	17	52.232-5000 efr	PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995) - EFARS
	18	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
	19	52.236-4001 EBS	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001
	20	52.236-4004 196	PHYSICAL DATA (APR 1984) (52.0236-4004 196)
	21	52.236-4005 196	SALVAGE MATERIALS AND EQUIPMENT (JAN 1965) (52.0236-4005 1/96)
	22	52.236-4006 196	PAYMENT FOR UTILITY SERVICES (FAR 36.303(c)(6)) (52.0236-4006 196)
Amend #1	<u>23</u>		<u>DELETED</u>
Amend #1	<u>24</u>		<u>DELETED</u>
	25	52.249-5000 efr	BASIS FOR SETTLEMENT OF PROPOSALS
Amend #1	<u>26</u>		<u>DELETED</u>
Amend #1	<u>27</u>	<u>52.211-10</u>	<u>COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.</u>
Amend #1	<u>28</u>	<u>52.236-26</u>	<u>PRECONSTRUCTION CONFERENCE.</u>

1 52.0-4083 CORRESPONDENCE IDENTIFICATION (52.0000-4083)

a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The

Contractor will provide one original and two duplicate copies of all correspondence.

b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:

(1) The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.

(2) The Contractor shall provide one original and two copies of all RFI's.

(3) The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.

(4) If a Network Analysis is required, all RFI's are to identify the NAS activities directly and/or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.

(5) No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01300, SUBMITTAL PROCEDURES.

(6) The use of RFI's does not relieve the Contractor of his responsibility for reviewing the contract documents and coordinating the work to be performed. If it is determined by the Contracting Officer that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

(End of Statement)

2 52.1-4038 196 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) (ER 415-1-15)

(52.0001-4038 1/96)

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

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

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

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

WORK DAYS BASED ON (5) DAY WORK WEEK

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Amend #1	4	3	3	2	4	4	1	1	3	2	2	3

Amend #1

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month). be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph "b" above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)." (END)

Amend #1 3 DELETED

Amend # 4 DELETED

5 52.1-4046 196 SUPERINTENDENCE OF SUBCONTRACTORS (52.0001-4046 196) (1965 JAN)

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause entitled "SUPERINTENDENCE BY CONTRACTOR":

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

Amend #1 6 DELETED

7 52.1-4051 196 EPA INDEMNIFICATION UNDER CERCLA - (42 u.s.c. 9619) - FIXED PRICE  
CONTRACT (52.0001-4051 196)

a. This clause will be modified by mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provision of Section 119 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. 9619).

b. Pursuant to 42 U.S.C. 9619, and upon determination by EPA that adequate pollution liability insurance is not available at a reasonable cost, EPA may, upon request of the Contractor, hold harmless and indemnify the Contractor against any liability, not compensated by insurance or otherwise, which results from a release of any hazardous substance or pollutant or contaminant, if such release arises from the Contractor's response action activities under this contract. It is understood that the Contractor's request must be expressly approved by EPA as a prerequisite for the Contractor to receive this indemnification.

c. This indemnification will extend to any third party liability including the expenses of litigation or settlement arising from the Contractor's negligence in its performance or response action activities under this contract provided that no reimbursement will be allowed for any liabilities that were caused by conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct or demonstrated a lack of good faith. Further, the Contractor shall not be indemnified for liability arising under strict tort liability or any other basis of liability other than negligence.

d. No reimbursement will be made under this clause for any liability damage claim which does not exceed \$100,000 or the deductible amounts of the Contractor's insurance whichever is greater. It is expressly understood that the only source of funds available for reimbursements under this clause is the CERCLA Hazardous Substance Superfund and that any reimbursement will be subject to the availability of appropriations in the Superfund at the time such liabilities are represented by final judgments or by settlements approved in writing by EPA except to the extent that Congress may make appropriations to specifically fund any deficiencies.

e. The Contractor agrees, in accordance with EPA Interim Guidance (OSWER Directive 9835.5), to make diligent efforts throughout contract performance to procure adequate pollution liability insurance and to

provide documentation periodically or as required by the Contracting Officer to substantiate these efforts. Upon obtaining quotes for such insurance, the Contractor shall submit documentation as required by the Contracting Officer. The Contracting Officer will forward this documentation to EPA for its review and approval. Upon receipt of EPA approval, the Contractor will be entitled to reimbursement under the contract for the cost of pollution liability insurance allocable to this contract.

f. If, during contract performance, approved or required insurance coverage is reduced by the Contractor without the Contracting Officer's approval, the liability of EPA under this clause will not be increased by reason of such reduction. It is understood that required pollution liability insurance coverage relates to the period of contract performance.

g. The Contractor shall -

(1) Promptly notify the Contracting Officer and EPA of any claim or action against, or any loss by, the Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to EPA copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form EPA requires; and

(4) Comply with EPA directions and execute any authorizations required in connection with settlement or defense of claims or actions.

h. The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

i. With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against the pollution liability addressed in paragraph (b). This indemnification shall provide between the Contractor and subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof and the like. The Contracting Officer may also approve indemnification of subcontractors at any lower tier in the form of indemnification agreements between subcontractors and under the same terms and conditions as in this clause. EPA will indemnify the Contractor against liability to subcontractors incurred under subcontract indemnification provisions.

j. The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. EPA may pay the Contractor or may directly pay parties to whom the Contractor may be liable.

k. Nothing in this clause shall be construed as an indemnification agreement between the U.S. Army Corps of Engineers and the Contractor or subcontractor.

8 52.1-4063 VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86) (52.0001-4063)

Reference the Contract Clause "VALUE ENGINEERING-CONSTRUCTION".

After receipt of an approved VECP modification signed by the Contracting Officer, the Contractor may include its share of the Instant Contract Savings as part of the next scheduled Progress Payment estimate.

Payment of the Contractor's share of the Instant Contract Savings may be withheld at the discretion of the Contracting Officer, until a revised NAS or BAR CHART for the affected activity has been submitted and approved.

(End of Clause)

Amend #1 9 DELETED

10 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 \$450 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)

Amend #1 11 DELETED

Amend #1 12 DELETED

13 52.228-4005 L1 REQUIRED INSURANCE (APR 1984) (52.0228-4005 L1)

As a minimum and pursuant to contract clause entitled "Insurance--Work on a Government Installation", the contractor shall maintain the following insurance.

(a) Workmen's compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.

(b) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required.

(c) Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

14 52.228-4102 Con BONDS (DEC 1991) (52.0228-4102 CON)

(a) Bonds listed below are required when the bid amount exceeds \$25,000. The name and business address of the surety shown on the executed bond forms submitted in response to this solicitation must be the same as the name and business address listed for the surety in Department of Treasury Circular 570. Any bidder/offeror required to furnish a bond has an option to furnish such bond in the form of a firm commitment with good and sufficient surety or sureties acceptable to the Government, such as Standard Form 24 (for Bid Bond); Standard Form 25 (for Performance Bond); Standard Form 25-A (for Payment Bond); postal money order, certified check, cashier's check, bank draft, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

(b) Bid Bonds. Each bidder shall submit with his bid a bid guarantee in a form acceptable to the Government and in the required amount as specified below. In accordance with FAR 28.101-1 only separate bid guarantees are acceptable in connection with construction contracts (annual bid bonds are not acceptable). The amount of bid guarantee required is twenty (20) percent of the bid price or Three Million Dollars (\$3,000,000), whichever is lesser. The bid guarantee amount may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated.

(c) Performance and Payment Bond. Within 10 days after notification of award of the contract, the contractor shall execute and furnish two bonds, each with good and sufficient surety or sureties acceptable to the Government, namely a performance bond and a payment bond. (Standard Form 25, Performance Bond, and Standard Form 25-A, Payment Bond, may be obtained from the solicitation issuing office for execution by the contractor). Any bonds furnished shall be furnished by the Contractor to the Government prior to commencement of contract performance. The penal sums of such bonds will be as follows:

(1) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

(2) Payment Bonds.

(i) When the contract price is \$1,000,000 or less, the penal sum will be fifty percent (50%) of the contract price.

(ii) When the contract price is in excess of \$1,000,000 but

not more than \$5,000,000, the penal sum shall be forty percent (40%) of the contract price.

(iii) When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS PROVIDED IN THIS SOLICITATION FOR LATE BIDS. FACSIMILE BONDS ARE NOT ACCEPTABLE.

Amend #1 15 DELETED

16 52.231-5000 efrEQUIPMENT 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)

17 52.232-5000 efrPAYMENT FOR MATERIALS DELIVERED OFFSITE (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)

18 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)  
 (R 7-603.30 1967 APR)  
 (R 7-2102.4 1976 OCT)

19 52.236-4001 EBS CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. It is the contractor's responsibility to reproduce a set of contract drawings from this compact disk. The Government will not give the contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

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

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

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

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

Title	File	and	Drawing No.
BLOOD DONOR CENTER, LACKLAND AFB, TX			

The list of drawings and maps set out in the index on the drawings is hereby incorporated by reference into these specifications.

Schedules included in the drawings are for the purpose of defining requirements other than quantities.

(End of clause)

20 52.236-4004 196 PHYSICAL DATA (APR 1984) (52.0236-4004 196)

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

The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys and borings.

(a) Weather conditions:

N/A

(b) Transportation facilities:

N/A

(c) Groundwater levels - It has been observed that ground water levels in heavily timbered or grassed areas quite often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions. Ref: Yearbook of Agriculture 1957, copy available for inspection in Fort Worth District Office. Point of delivery for Government-furnished property - See Section 01012, Government-Furnished Property.

(End of clause)  
(R 7-603.25 1965 JAN)

21 52.236-4005 196  
REQUIRING GFP TO BE SALVAGED OR REUSED.  
SALVAGE MATERIALS AND EQUIPMENT (JAN 1965) (52.0236-4005 1/96)

a. The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.  
b. In consideration for credit allowed in the contract price, the title to all scrap and salvage generated as a direct result of this contract is vested in the Contractor unless specifically excepted. The scrap and salvage shall be disposed of off the Base by the Contractor.

22 52.236-4006 196 PAYMENT FOR UTILITY SERVICES (FAR 36.303(c)(6)) (52.0236-4006 196)

In accordance with Contract Clause 52.236-14, "Availability and use of Utility Services," water, gas, and electricity are available from Government-owned and operated systems and will be furnished without charge to the Contractor.

(End of clause)

Amend #1 23 DELETED

Amend #1 24 DELETED

25 52.249-5000 efrBASIS 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 Statement)

Amend #1 26 DELETED

Amend #1 27 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

As prescribed in 11.404(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 365 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 \_\_\_\_\_.\* The time stated for completion shall include final cleanup of the premises.

(End of clause)

Amend #1 28 52.236-26 PRECONSTRUCTION CONFERENCE.

As prescribed in 36.522, insert the following clause:

Preconstruction Conference (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

END OF SECTION 00800

ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-98-B-0003

SECTION 01320

PROJECT SCHEDULE

12/94

**PART**

**1 - GENERAL**

**1.1 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-07 Schedules\*\

\\*Preliminary Project Schedule\*\; \\*GA\*\.

\\*Initial Project Schedule\*\; \\*GA\*\.

\\*Periodic Schedule Updates\*\; \\*GA\*\.

Three copies of the schedules, in hard copy and on data disk(s), showing codes, values, categories, numbers, items, etc., as required.

\\*SD-08 Statements\*\

\\*Qualifications Of Scheduler\*\; \\*FIO\*\.

Documentation showing qualifications of personnel preparing schedule reports.

\\*SD-09 Reports\*\

\\*Narrative Report\*\; \\*FIO\*\.

\\*Schedule Reports\*\; \\*FIO\*\.

Three copies of the reports, in hard copy and on data disk(s), showing numbers, descriptions, dates, float, starts, finishes, durations, sequences, etc., as required.

**1.2 \\*QUALIFICATIONS OF SCHEDULER\*\**

The Contractor shall designate a scheduler who shall be responsible for the preparation of the project schedule and periodic updates. The scheduler shall have previous experience in creating and reviewing computerized schedules. The scheduler shall have the responsibility of updating and coordinating the schedule in a timely manner. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 GENERAL**

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate and current Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis for all progress payments.

**3.2 PROJECT SCHEDULE SUBMISSIONS**

The Contractor shall provide the submissions as described below. A data disk and a printed, legible network diagram are required for each submission. Submissions shall contain the same level of detail as is being used by the contractor for project management.

**3.2.1 Preliminary Project Schedule Submission**

The Preliminary Project Schedule, defining the contractor's planned operations for the first 90 calendar days shall be submitted within 15 calendar days after Notice to Proceed is acknowledged unless otherwise approved by the Contracting officer. Summary activities for the remainder of the project will be included along with budgeted costs for all activities. The sum of the budgeted costs shall equal the contract amount. This schedule, upon acceptance, will be used for payment purposes not to exceed 60 calendar days after Notice to Proceed. After that time period, the approved, updated Initial Schedule shall be used.

**3.2.2 Initial Project Schedule Submission**

The Initial Project Schedule shall be submitted for approval within 45 calendar days after Notice to Proceed is acknowledged unless otherwise approved by the Contracting Officer. This schedule shall provide a logical sequence of activities which represent work activities throughout the entire project and shall be at a level of detail appropriate as defined in paragraph PROJECT SCHEDULE. The Government has 30 days for approval.

**3.2.3 Periodic Schedule Updates**

Based on an evaluation of actual job progress during meetings specified in paragraph PERIODIC PROGRESS MEETINGS, the Contractor shall submit Periodic Schedule Updates. These periodic updates shall enable the Contracting Officer to assess the Contractor's progress. If the contractor fails or refuses to furnish the information and project schedule data which, in the judgement of the Contracting Officer or authorized representative, is necessary for verifying the contractor's progress, the contractor shall be deemed not to have provided an estimate upon which progress payments may be made.

### 3.3 SUBMISSIONS REQUIREMENTS

The following items shall be submitted by the Contractor with the Initial and Preliminary Project Schedule submissions and every Periodic Project Schedule Update throughout the life of the project:

#### 3.3.1 Data Disks

**Am #1** Three data disks containing the project schedule shall be provided. Data on the disks shall be in the format specified. The automated scheduling software utilized by the Contractor shall be capable of direct data input into the scheduling system currently in use by the Government or shall be in Standard Data Exchange Format (SDEF) as stated below. The Government can provide a list of scheduling programs which support SDEF. (The Government uses Primavera for Windows, Version 2.0, subject to current update). The Contractor will be responsible for the accuracy of this data and successful data transfer to the Government. In the event of faulty disk(s), the Contractor will be responsible for replacement.

##### 3.3.1.1 Standard Data Exchange Format

If direct exchange of data is not possible, data shall be provided in format according to ER 1-1-11, Appendix A, Scheduling System Data Exchange Format (SDEF) dated 15 June 95. If SDEF is used, records must conform to the sequence, column position, length, value, and field definitions described in the regulation.

##### 3.3.1.2 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the Windows operating system.

##### 3.3.1.3 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the scheduling program used, format of data transfer (Primavera or SDEF), file name, type of schedule (original, update, or change), contract number, project name, project location, data date, and name and telephone number of person responsible for the schedule.

##### 3.3.1.4 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will insure that the names of the files submitted are unique and in sequence.

#### 3.3.2 Network Diagram

The Network Diagram shall be required on the preliminary and initial schedule submissions and on periodic schedule update submissions. The Network Diagram shall depict and display the order and interdependence of activities and the sequence in which the activities are to be accomplished. Activity numbers, descriptions, durations, milestones and constraint dates must be shown, and the critical path easily apparent. The network diagram must be legible in its electronic form, or another

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means of production shall be required subject to Contracting Officer approval. Legibility shall be determined upon submission of the Preliminary Schedule.

**3.3.3 Narrative Report**

A Narrative Report shall be provided with each periodic update of the project schedule. The Narrative Report shall include: a description of activities along the critical path, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions to be taken if necessary to maintain and/or regain schedule. This report shall be provided for use with the updated schedule in evaluating current progress and as an indicator of upcoming progress. This report shall also accompany pay requests for payment evaluation.

**3.3.4 Approved Changes**

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the periodic schedule updates.

**3.4 PROJECT SCHEDULE**

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule.

**3.4.1 Use of the Critical Path Method**

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in either the Precedence Diagram Method (PDM).

**3.4.2 Level of Detail Required**

The Project Schedule shall be at a level of detail appropriate for the size and complexity of the project. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

**3.4.3 Activity Durations**

Contractor submissions shall be required to follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods.

**3.4.4 Project Activities, General**

Project activities shall consist of all construction activities, to include design-related activities, mobilization, demobilization, placement of warranty tags, O&M manuals, jobsite clean-up, and required testing and

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training. Tasks related to the procurement of long-lead materials or equipment shall be included as separate activities in the project schedule, to include procurement, fabrication, delivery, installation, start-up, testing, and training.

**3.4.5 Government Activities**

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to the review of Government-approved submittals, inspections, utility tie-ins, delivery of Government-furnished equipment (GFE) and issuance of notice to proceed for phasing requirements.

**3.4.6 Resources**

All appropriate activities shall be assigned resources (labor, materials, equipment) that are expected to be used during the execution of the activity.

**3.4.7 Costs**

All work activities shall be cost-loaded with the amount budgeted. The sum of all activities in the schedule shall equal the total contract amount.

**3.4.8 Responsibility**

All activities shall be identified in the project schedule by the party responsible for performing the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task.

**3.4.9 Work Areas**

All activities shall be identified in the project schedule by the work area in which the activity occurs.

**3.4.10 Modification Number**

Any activity that is added or changed by contract modification, including modifications for claims, shall be identified by a Government-furnished Modification number.

**3.4.11 Bid Item**

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. The bid item for each appropriate activity shall be identified by the Bid Item Code.

**3.4.12 Phase of Work**

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. The project phase of each activity shall be by a unique Phase of Work Code.

**3.4.13 Category of Work**

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All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited to, the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

**3.4.14 Data Dictionary**

The Contractor shall submit a coding scheme that shall be used throughout the project for all activity codes contained in the schedule. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations. For example, a Responsibility Code Value, "ELE", may be identified as "Electrical Subcontractor." Activity code values shall represent the same information throughout the duration of the contract.

**3.4.15 Scheduled Project Completion**

The schedule interval shall extend from notice-to-proceed to the contract completion date on a calendar day basis.

**3.4.16 Project Start Date**

The schedule shall start no earlier than the date that the Notice to Proceed (NTP) is acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project" or similar. The "Start Project" activity shall have a constraint date equal to the date that the NTP was acknowledged and a zero day duration.

**3.4.17 Constraint of Last Activity**

The Contractor shall include as the last activity in the project schedule an activity call "End Project". The "End Project" activity shall have a constraint date equal to the completion date for the project and a zero day duration. Completion of the last activity in the schedule shall be constrained by the currently approved contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path.

**3.4.18 Interim Completion Dates**

Contractually specified interim phasing completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

**3.4.19 Start Phase**

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have a constraint date equal to the date that the NTP was acknowledged and a zero day duration.

**3.4.20 End Phase**

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The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have a constraint date equal to the completion date for the project and a zero day duration.

**3.4.21 Lag Activities**

Duration for Lag Activities shall not have negative value.

**3.4.22 Open Ends**

Open Ended Activities other than the last activity, " End Project", shall only be used with approval of the Contracting Officer.

**3.4.23 Ownership of Float**

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor. Use of Zero Free Float and Zero Total Float constraints shall not be allowed.

**3.5 BASIS FOR PAYMENT**

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule, scheduling personnel, or approved periodic schedule updates shall result in an inability of the Contracting Officer to evaluate Contractor progress for the purposes of payment. In this event, progress payments will not be made until corrective action or additional information is provided which is determined sufficient in the judgement of the contracting Officer to analyze progress. The contractor's pay estimates will be based upon the amount of work completed, as agreed upon between Government and Contractor personnel during the Periodic Progress Meetings further specified below.

**3.6 DEFAULT PROGRESS DATA DISALLOWED**

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports.

**3.7 OUT-OF-SEQUENCE PROGRESS**

Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) shall be allowed only by the case-by-case approval of the Contracting Officer. If approval is not given, a revised schedule that reflects corrections to the original logic to show the current sequence of activities shall be submitted prior to payment being made for those items of work.

**3.8 PERIODIC PROGRESS MEETINGS**

Progress meetings to discuss progress or payment shall be at regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. During this

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meeting, the Contracting Officer or Representative will approve activity progress, proposed revisions, and adjustments as appropriate.

**3.8.1 Meeting Attendance**

The Contractor's Project Manager, Quality Control Manager or staff, and Scheduler shall attend the periodic progress meeting along with similar representation by the Government.

**3.8.2 Update Submission Following Progress Meeting**

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than seven (7) working days after the periodic progress meeting.

**3.8.3 Progress Meeting Agenda**

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost to Date shall be subject to the approval of the Contracting Officer. The following is a minimum set of items which the Contractor shall address, on an activity by activity basis, during each progress meeting:

**3.8.3.1 Start and Finish Dates**

The Actual Start and Actual Finish dates for each activity currently in progress or completed.

**3.8.3.2 Duration**

The estimated Remaining Duration for each activity in progress; calculations must be based on Remaining Duration in applicable work periods for each activity.

**3.8.3.3 Cost**

The earnings for each activity started. Payment shall be based on earnings for each in-progress or completed activity. Payment for individual activities shall not be made for work that contains quality defects. A portion of the overall project amount may be retained based on lack of satisfactory progress.

**3.8.3.4 Logic Changes**

All logic changes pertaining to Notice to Proceed on change orders, change orders to be incorporated into the schedule, contractor-proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

**3.9 REQUESTS FOR TIME EXTENSIONS**

Any request for a time extension from the Contractor, whether as a result of added or changed work due to a modification, a differing site condition, or unusually severe weather, shall be accompanied by

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justification, project schedule data and supporting evidence as the Contracting Officer may deem necessary for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the change proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

**3.10 DIRECTED CHANGES**

If Notice to Proceed (NTP) is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within seven (7) calendar days of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until the Contractor submits revisions, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, then the Contractor shall advise the Contracting Officer within seven (7) calendar days of receipt of the revisions. Regardless of the objections, the Contractor will continue to update their schedule with the Contracting Officer's revisions until a mutual agreement in the revisions may be made. If the Contractor fails to submit alternative revisions within seven (7) calendar days of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

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SECTION 02841

TRAFFIC AND HANDICAP PARKING SIGNS

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 the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI D6.1 (1978) Manual on Uniform Traffic Control Devices for Streets and Highways

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 209 (1992a) Aluminum and Aluminum-Alloy Sheet and Plate

FEDERAL SPECIFICATIONS (FS)

FS L-S-300 (Rev. B) Sheeting and Tape, Reflective: Nonexposed Lens, Adhesive Backing

1.2 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 01300 SUBMITTAL DESCRIPTIONS:

SD-04, Drawings

Traffic and Handicap Parking Signs; FIO.

Drawings shall include a schedule showing sign types, dimensions, thicknesses, materials, mounting heights, post sizes, and location; and installation details.

SD-09, Reports

Concrete; FIO.

Test report certifying the concrete strength when tested in accordance with the testing procedures specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

1.3 DELIVERY AND STORAGE

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Deliver signs to the site in manufacturer's original wrappings and packages clearly labeled with the manufacturer's name, brand name, size, type, message, and related information. Store in a safe, dry, clean, and well ventilated area, protected from damage, soiling, and moisture. Store packages flat. Do not open containers until needed for installation unless verification inspection is required.

### PART 2 - PRODUCTS

#### 2.1 SIGNS

Except where otherwise indicated or specified, all materials shall conform to ANSI D6.1. Unless otherwise shown, all signs shall be "standard" sizes as specified in ANSI D6.1.

##### 2.1.1 Traffic Signs

Signs shall be constructed of 0.08-inch aluminum conforming to ASTM B 209, alloy 6061, T 6, degreased and etched. The finish, except the reflective surfacing, shall be baked-enamel finish applied after fabrication. Sign faces shall be fully reflectorized with material conforming to FS L-S-300, Type I, Class 2, Reflectivity No. 1.

##### 2.1.2 Handicap Symbol Sign and Parking Sign

Sign shall be constructed of 16 gage steel with baked-enamel finish. Handicap symbol sign faces shall have a white symbol on a brown background, with white border and shall be similar to sign No. D9-6 in ANSI D6.1.

##### 2.1.3 Handicap Parking Sign

Sign shall be constructed of 16 gage steel with baked-enamel finish and shall be similar to sign No. R7-8 in ANSI D6.1.

#### 2.2 POSTS AND SLEEVES

Posts and sleeves shall be standard schedule 40 galvanized steel pipe and shall conform to the indicated details.

#### 2.3 BOLTS, NUTS, WASHERS, AND CLAMPS

Bolts, nuts, washers, and clamps shall be either cadmium plated or galvanized steel. Bolts shall be a minimum of 8 mm \_\_\_\_\_ in diameter. Clamps shall be two-piece assemblies of at least 14 gage steel, or shall be an adjustable steel-strap bracket as approved.

#### 2.4 CONCRETE

Concrete shall be 21 MPa conforming to Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

Am #1

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Except where otherwise indicated or specified, all work shall conform to ANSI D6.1. Signs of the type and size indicated shall be installed in locations shown on the drawings.

-- End of Section --

SECTION 02935

TURF

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.

AGRICULTURAL MARKETING SERVICE (AMS)

\-AMS-01-\ (Amended thru: Aug 1988) Federal Seed Act Regulations (Part 201-202)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM C 136-\ (1984) Sieve or Screen Analysis of Fine and Coarse Aggregates.

\-ASTM D 977-\ (1991) Emulsified Asphalt

\-ASTM D 2028-\ (1976; R 1992) Cutback Asphalt (Rapid-Curing Type)

\-ASTM D 2607-\ (1969) Peats, Mosses, Humus, and Related Products

COMMERCIAL ITEM DESCRIPTIONS (CID)

\-CID A-A-1909-\ (Basic; Notice 1) Fertilizer

1.2 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 \=01300=\ SUBMITTAL PROCEDURES:

\\*SD-01 Data\*\

\\*Manufacturer's Literature\*\; \\*FIO\*\.

Manufacturer's literature discussing physical characteristics, application and installation instructions for erosion control material, and for chemical treatment material.

\\*SD-07 Schedules\*\

\\*Equipment List\*\; \\*FIO\*\.

A list of proposed pesticide application, seeding and mulching equipment to be used in performance of turfing operation, including descriptive data and calibration tests.

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\\*SD-08 Statements\*\

\\*Delivery\*\; \\*FI0\*\.

Delivery schedule, at least 10 days prior to the intended date of the first delivery.

\\*Application of Pesticide\*\; \\*FI0\*\.

Pesticide treatment plan with proposed sequence of pesticide treatment work. The pesticide trade name, chemical composition, formulation, concentration, application rate of active ingredients and method of application for all materials; and the name and state license number of the state certified applicator shall be included.

\\*Maintenance Report\*\; \\*FI0\*\.

Written record of maintenance work performed.

\\*Turf Establishment Period\*\; \\*FI0\*\.

Written calendar time period for the turf establishment period. When there is more than one turf establishment period, the boundaries of the turfed area covered for each period shall be described.

\\*SD-13 Certificates\*\

Certificates of compliance certifying that materials meet the requirements specified, prior to the delivery of materials. Certified copies of the reports for the following materials shall be included:

\\*Seed\*\; \\*FI0\*\.

For mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested and state certification.

\\*Sod\*\; \\*FI0\*\.

For species, mixture percentage, percent purity, field location.

\\*Fertilizer\*\; \\*FI0\*\.

For chemical analysis, composition percent.

\\*Agricultural Limestone\*\; \\*FI0\*\.

For calcium carbonate equivalent and sieve analysis.

\\*Peat\*\; \\*FI0\*\.

For compliance with \-ASTM D 2607-\.

\\*Asphalt Adhesive\*\; \\*FI0\*\.

For compliance with \-ASTM D 977-\ and \-ASTM D 2028-\.

\\*Pesticide Material\*\; \\*FI0\*\.

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For EPA registration number and registered uses.

\\*Topsoil\*\; \\*FI0\*\.

For pH, particle size, chemical analysis and mechanical analysis.

1.3 SOURCE INSPECTIONS

Sod material will be subject to inspection by the Contracting Officer at the growing site.

1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 \\*Delivery\*\

1.4.1.1 Protection

Sod shall be protected from drying out and contamination during delivery.

1.4.1.2 Topsoil

A soil test shall be provided for topsoil delivered to the site.

1.4.1.3 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.1.4 Pesticide

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration number and the manufacturer's registered uses.

1.4.2 Inspection

Seed, sod and/or sprigs shall be inspected upon arrival at the job site by the Contracting Officer for conformity to type and quality in accordance with paragraph MATERIALS. Other materials shall be inspected for meeting specified requirements and unacceptable materials shall be removed from the job site.

1.4.3 Storage

Materials shall be stored in areas designated by the Contracting Officer. Sod shall be lightly sprinkled with water, covered with moist burlap, straw, or other covering and protected from exposure to wind and direct sunlight until planted. Covering for sod shall allow air to circulate and prevent internal heat from building up. Seed, lime and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment materials shall not be stored with other landscape materials.

1.4.4 Handling

1.4.4.1 Materials

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Care shall be taken to avoid injury to sod. Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.4.4.2 Time Limitation

a. Sod: Limitation of the time between harvesting and placing of sod shall be 36 hours.

b. Sprigs: Limitation of time between harvesting and placing of sprigs shall be 24 hours.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 Seed

2.1.1.1 Seed Classification

State-approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with \-AMS-01-\ and applicable state seed laws.

2.1.1.2 Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:

Botanical Name	Common Name	Hulled or Unhulled	Percent Pure Live Seed
Cynodon Dactylon	Common Bermuda Grass	Hulled	82

2.1.1.3 Quality

Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.

2.1.1.4 Not used

2.1.1.5 Not used

2.1.1.6 Seed Mixing

The field mixing of seed shall be performed on site in the presence of the Contracting Officer.

2.1.2 Sod

2.1.2.1 Sod Classification

State-approved sod shall be provided as classified by applicable state laws. Each individual sod section shall be of a size to permit rolling and lifting without breaking.

2.1.2.2 Grass Species

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Grass species shall be proportioned as follows:

<u>Botanical Name</u>	<u>Common Name</u>	<u>Mixture Percent</u>
Cynodon Dactylon	Common Bermuda	90

2.1.2.3 Quality

The sod shall be relatively free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than  $50\text{ mm}$  in any dimension, woody plant roots and other material detrimental to a healthy stand of turf. Sod that has become dry, moldy, or yellow from heating, or has irregularly shaped pieces of sod and torn or uneven ends shall be rejected.

2.1.2.4 Thickness

Sod shall be machine cut to a uniform thickness of  $30\text{ mm}$  within a tolerance of  $5\text{ mm}$ , excluding top growth and thatch. Measurement for thickness shall exclude top growth and thatch.

2.1.2.5 Anchors

Sod anchors shall be as recommended by the sod supplier.

2.1.3 Not used

2.1.4 Soil Amendments

Soil amendments shall consist of fertilizer, organic soil amendments and soil conditioners meeting the following requirements.

2.1.4.1 NOT USED

2.1.4.2 Fertilizer

Fertilizer shall be commercial grade, free flowing, uniform in composition and conforming to  $\text{-CID A-A-1909-}$ . Granular Fertilizer: Consists of nitrogen-phosphorus-potassium ratio: 16 percent nitrogen 20 percent phosphorus, and 0 percent potassium.

2.1.4.3 Organic Soil Amendments

a. Topsoil: The existing surface soil shall be stripped and stockpiled on the site in accordance with Section  $\text{=02210=}$  GRADING. When required beyond that available from stripping, the topsoil shall be delivered. Delivered topsoil shall conform to topsoil requirements specified in Section  $\text{=02210=}$  GRADING, and shall be amended as recommended by soil test.

b. Peat: Peat moss or Peat humus derived from a bog, swampland or marsh shall conform to  $\text{-ASTM D 2607-}$ .

c. Sand: Clean, free of toxic materials; 95 percent by weight shall pass a  $\text{No. 10 sieve}$  and 10 percent by weight shall pass a  $\text{No. 16 sieve}$ .

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d. Rotted Manure: Well rotted, horse or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials, free of stones, sticks, soil and containing no chemicals or ingredients harmful to plants.

e. Decomposed Wood Derivatives: Ground bark, sawdust, or other wood waste material free of stones, sticks, soil, and toxic substances harmful to plants, stabilized with nitrogen and having the following properties:

Particle Size: Minimum percent by weight passing

Sieve Size	Percent
No. 4	95
No. 4	80

Nitrogen Content: Minimum percent based on dry weight

Material	Percent
Redwood Sawdust	0.5
Fir Sawdust	0.7
Fir or Pine Bark	1.0

f. Calcined Clay: Granular particles produced from montmorillonite clay calcined to minimum temperature of 650 degrees C to the following gradation: minimum 90 percent passing No. 8, 99 percent retained on No. 60 sieve and maximum 2 percent passing No. 100 sieve. Bulk density: maximum 640 kg per cubic m.

2.1.4.4 Soil Conditioner

Soil conditioner shall be for single use or in combination to meet requirements for topsoil. Gypsum shall be commercially packaged, free flowing, minimum 95 percent calcium sulfate by volume.

2.1.5 Mulch

Mulch shall be free from weeds, mold, and other deleterious materials.

2.1.5.1 Straw

Straw shall be stalks from oats, wheat, rye, barley, or rice furnished in air-dry condition and with a consistency for placing with commercial mulch-blowing equipment.

2.1.5.2 Hay

Hay shall be native hay, sudan-grass hay, broomsedge hay, or other herbaceous mowings furnished in an air-dry condition suitable for placing with commercial mulch-blowing equipment.

2.1.5.3 Wood Cellulose Fiber

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Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate visual metering during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

2.1.5.4 Wood Chips

Wood chips shall be chips or shredded bark with maximum particle size of  $\sqrt[5]{5}$  mm.

2.1.5.5 Paper Fiber Mulch

Paper fiber mulch shall be recycled news print that is shredded for the purpose of mulching seed.

Am #1 2.1.5.6 Inert Mulch(Crushed Gravel)(At Mechanical Yard)

Inert Mulch(Crushed Gravel) shall be granite chips with an average aggregate size of 25 mm in accordance with ASTM C-136.

2.1.6 Asphalt Adhesive

Asphalt adhesive shall conform to the following:

2.1.6.1 Emulsified Asphalt

Conforming to \-ASTM D 977-\, Grade SS-1.

2.1.6.2 Cutback Asphalt

Conforming to \-ASTM D 2028-\, designation RC-70.

2.1.7 Water

Water shall not contain elements toxic to plant life.

2.1.8 Pesticide

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide and miticide. For the purpose of this specification, soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved insecticide, herbicide, fungicide, nematocide, rodenticide, miticide, and soil fumigant.

2.1.9 Erosion Control Material

Soil erosion control shall conform to the following:

2.1.9.1 Soil Erosion Control Blanket

Machine produced mat of wood excelsior formed from a web of interlocking wood fibers, covered on one side with either knitted straw blanket-like mat construction, covered with biodegradable plastic mesh, or interwoven biodegradable thread, plastic netting or twisted kraft paper cord netting.

2.1.9.2 Soil Erosion Control Fabric

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Knitted construction of polypropylene yarn with uniform mesh openings \^20 to 25 mm^\ with strips of biodegradable paper. Filler paper strips shall last 6 to 8 months.

2.1.9.3 Soil Erosion Control Net

Am #1 Heavy, twisted jute mesh weighing approximately \^605 grams per meter \_\_\_^\ and \^1200 mm^\ wide with mesh openings of approximately \^25 mm.^\

2.1.9.4 Soil Erosion Control Chemicals

High-polymer synthetic resin or cold-water emulsion of selected petroleum resins.

2.1.9.5 Hydrophilic Colloids

Hydrophilic colloids shall be physiologically harmless to plant and animal life, without phytotoxic agents. Colloids shall be naturally occurring, silicate powder based, and shall form a water insoluble membrane after curing. Colloids must resist mold growth.

2.1.9.6 Anchors

Erosion control anchor material shall be as recommended by the manufacturer.

PART 3 - EXECUTION

3.1 SEEDING AND SODDING TIMES AND CONDITIONS

3.1.1 Seeding Time

Seed shall be sown from 01 April to 01 June for summer planting and 01 September to 01 October for fall planting.

3.1.2 Sodding Time

Sod shall be placed from 01 April to 01 June for summer planting and 01 September to 01 October for fall planting.

3.1.3 Not used

3.1.4 Turfing Conditions

Turf operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to and approved by the Contracting Officer.

3.2 SITE PREPARATION

3.2.1 Grading

The Contractor shall verify that finished grades are as indicated on drawings, and the placing of topsoil and the smooth grading has been completed in accordance with Section \=02210=\ GRADING.



Finished graded areas shall be protected from damage by vehicular or pedestrian traffic and erosion.

### 3.3 SEEDING

#### 3.3.1 General

Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

#### 3.3.2 Equipment Calibration

The equipment to be used and the methods of turfing shall be subject to the inspection and approval of the Contracting Officer prior to commencement of turfing operations. Immediately prior to the commencement of turfing operations, the Contractor shall conduct turfing equipment calibration tests in the presence of the Contracting Officer.

#### 3.3.3 Applying Seed

##### 3.3.3.1 Broadcast Seeding

Am #1

Seed shall be uniformly broadcast at the rate of 67.18 <sup>kg</sup> per hectare <sup>m<sup>2</sup></sup> using broadcast seeders. Half of seed shall be broadcast in one direction, and the remainder at right angles to the first direction. Seed shall be covered to an average depth of 5 mm by disk harrow, steel mat drag, cultipacker, or other approved device.

##### 3.3.3.2 Not used

##### 3.3.3.3 Rolling

Am #1

Immediately after seeding, except for slopes 3-horizontal-to-1 vertical and greater, the entire area shall be firmed with a roller not exceeding 130 kg <sup>m<sup>2</sup></sup> for each meter of roller width. Areas seeded with seed drills equipped with rollers shall not be rolled.

#### 3.3.4 Hydroseeding

Seed and fertilizer shall be added to water and thoroughly mixed at the rates specified. Wood cellulose fiber mulch shall be added at the rates recommended by the manufacturer after the seed, fertilizer and water have been thoroughly mixed, to produce a homogeneous slurry. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

#### 3.3.5 Mulch

##### 3.3.5.1 Straw or Hay Mulch

Straw or hay mulch shall be spread uniformly at the rate of 4.5 metric tons per hectare. Mulch shall be spread by hand, blower-type mulch spreader or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of a steep slope and continued uniformly until the area is covered. The mulch shall

not be bunched. All seeded areas shall be mulched on the same day as the seeding.

### 3.3.5.2 Mechanically Anchoring

Immediately following spreading, the mulch shall be anchored to the soil by a V-type-wheel land packer, a scalloped-disk land packer designed to force mulch into the soil surface, or other suitable equipment.

### 3.3.5.3 Asphalt Adhesive Tackifier

When asphalt adhesive is applied to the in-place mulch, spraying shall be at the rate of between  $\wedge 400$  to 500 liters per hectare. $\wedge$

### 3.3.5.4 Non-Asphaltic Tackifier

Hydrophilic colloid shall be applied at rate recommended by manufacturer. Apply with hydraulic equipment suitable for mixing and applying uniform mixture of tackifier.

### 3.3.5.5 Spreading Asphalt Adhesive Coated Mulch

Straw or hay mulch shall be spread simultaneously with asphalt adhesive at the rate of 2 tons per acre by using power mulch equipment which shall be equipped with suitable asphalt pump and nozzle. The adhesive-coated mulch shall be applied evenly over the surface. Sunlight shall not be completely excluded from penetration to the ground surface.

### 3.3.5.6 Wood Cellulose Fiber

Wood cellulose fiber mulch for use with the hydraulic application of seed and fertilizer shall be applied as part of the hydroseeding operation.

### 3.3.5.7 Inert Mulch(Crushed Gravel)

Inert Mulch(Crushed Gravel) shall be placed in two lifts at a depth of 100 mm and 50 mm and shall be adequately leveled with the surrounding concrete curb as shown on the drawings. The final 50 mm lift of material shall be performed with hand tools to insure proper leveling.

### 3.3.6 Water

Watering shall be started within 7 days after completing the seeded area. Water shall be applied at a rate sufficient to ensure moist soil conditions to a minimum depth of  $\wedge 25$  mm. $\wedge$  Run-off and puddling shall be prevented.

## 3.4 SODDING

### 3.4.1 General

Areas shall be sodded as indicated. Adequate soil moisture shall be ensured prior to sodding by spraying water on the area to be sodded and wetting the soil to a minimum depth of  $\wedge 25$  mm. $\wedge$

### 3.4.2 Placing Sod

Rows of sod shall be placed parallel to and tightly against each other. Joints shall be staggered laterally. The sod strips shall not be stretched

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or overlapped. All joints shall be butted tight. Voids and air drying of roots shall be prevented. On long slopes, sod shall be laid at right angles to slopes. In ditches, sod shall be laid at right angles to the flow of water. When required, the sod shall be anchored by placing anchors a minimum distance of  $\wedge 600 \text{ mm} \wedge$  on center with a minimum of 2 anchors per sod section.

3.4.3 Finishing

Air pockets shall be eliminated and a true and even surface shall be provided by tamping or rolling the sod in place. Displacement of the sod shall be assured by knitting of sod to the soil. Frayed edges shall be trimmed and holes or missing corners shall be patched in the sod.

3.4.4 Watering Sod

Watering shall be started immediately after completing each day of sodding. Water shall be applied at a rate sufficient to ensure moist soil conditions to a minimum depth of  $\wedge 25 \text{ mm.} \wedge$  Run-off and puddling shall be prevented.

3.5 NOT USED

3.6 EROSION CONTROL

3.6.1 Erosion Control Material

Erosion control material, where indicated or required, shall be installed in accordance with manufacturer's instructions. Placement of the erosion control material shall be accomplished without damage to installed material or without deviation to finished grade.

3.7  $\wedge$ \*APPLICATION OF PESTICIDE\*

When pesticide becomes necessary to remove a pest or disease, a state-certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Hydraulic equipment shall be provided for the liquid application of pesticides with a leak-proof tank, positive agitation methods, controlled application pressure and metering gauges. A pesticide plan shall be provided to the Contracting Officer as stated in paragraph SUBMITTALS.

3.8 RESTORATION AND CLEAN UP

3.8.1 Restoration

Existing turf areas, pavements and facilities that have been damaged from the turfing operation shall be restored to original condition at Contractor's expense.

3.8.2 Clean Up

Excess and waste material shall be removed from the planting operation and shall be disposed of off the site. Adjacent paved areas shall be cleaned.

3.9 PROTECTION OF TURFED AREAS

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Immediately after turfing, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed by the Contracting Officer.

3.10 \\*TURF ESTABLISHMENT PERIOD\*\

3.10.1 Commencement

The Turf Establishment Period for establishing a healthy stand of turf shall begin on the first day of work under this contract and shall end three (3) months after the last day of turfing operations required by this contract. Written calendar time period shall be furnished to the Contracting Officer for the Turf Establishment Period. When there is more than one turf establishment period, describe the boundaries of the turfed area covered for each period.

3.10.2 Satisfactory Stand of Turf

3.10.2.1 Seeded Area

a. Lawn Area: A satisfactory stand of turf from the seeding operation for a lawn area is defined as a minimum of  $\wedge 160 \wedge$  grass plants per square  $\wedge \text{meter} \wedge$ . Bare spots shall be no larger than  $\wedge 150 \text{ mm} \wedge$  square. The total bare spots shall not exceed 2 percent of the total seeded area.

b. Field Area: A satisfactory stand of turf from the seeding operation for a field area is defined as a minimum of  $\wedge 100 \wedge$  grass plants per square  $\wedge \text{meter} \wedge$ . The total bare spots shall not exceed 2 percent of the total seeded area.

3.10.2.2 Sodded Area

A satisfactory stand of turf from the sodding operation is defined as living sod uniform in color and leaf texture. Bare spots shall be no larger than  $\wedge 50 \text{ mm} \wedge$  square.

3.10.3 Maintenance During Establishment Period

3.10.3.1 General

Maintenance of the turfed areas shall include eradicating weeds, eradicating insects and diseases, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch, protecting turfed areas from traffic, mowing, watering, and post-fertilization.

3.10.3.2 Mowing

a. Lawn Areas: Lawn areas shall be mowed to a minimum height of 50 mm when the average height of the turf becomes 100 mm. Clippings shall be removed when the amount of cut turf is heavy enough to damage the turfed areas.

3.10.3.3 Watering

Watering shall be at intervals to obtain a moist soil condition to a minimum depth of  $\wedge 25 \text{ mm} \wedge$ . Frequency of watering and quantity of water shall be adjusted in accordance with the growth of the turf. Run-off, puddling and wilting shall be prevented.

3.10.3.4 Post-Fertilization

Nitrogen carrier fertilizer shall be applied at the rate of 2.5 kilograms per hectare after the first month and again prior to the final acceptance. The application shall be timed prior to the advent of winter dormancy and shall avoid excessively high nitrogen levels.

3.10.3.5 Pesticide

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

3.10.3.6 Repair

The Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall also be repaired or replaced as required.

3.10.3.7 \\*Maintenance Report\*\

A written record shall be furnished to the Contracting Officer of the maintenance work performed.

3.11 FINAL ACCEPTANCE

3.11.1 Preliminary Inspection

Prior to the completion of the Turf Establishment Period, a preliminary inspection shall be held by the Contracting Officer. Time for the inspection shall be established in writing. The acceptability of the turf in accordance with the Turf Establishment Period shall be determined. An unacceptable stand of turf shall be repaired as soon as turfing conditions permit.

3.11.2 Final Inspection

A final inspection shall be held by the Contracting Officer to determine that deficiencies noted in the preliminary inspection have been corrected. Time for the inspection shall be established in writing.

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SECTION 02950

TREES

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.

AMERICAN ASSOCIATION OF NURSERYMEN (AAN)

\-AAN-01-\ (1990) American Standard for Nursery Stock

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM D 2607-\ (1969) Peats, Mosses, Humus, and Related Products

COMMERCIAL ITEM DESCRIPTIONS (CID)

\-CID A-A-1909-\ (Basic; Notice 1) Fertilizer

1.2 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 \=01300=\ SUBMITTAL PROCEDURES:

\\*SD-01 Data\*\

\\*Erosion Control Material\*\; \\*FIO\*\.

Manufacturer's literature discussing physical characteristics, application and installation instructions for edging material and erosion control material.

\\*SD-07 Schedules\*\

\\*Application of Pesticide Material\*\; \\*FIO\*\.

A list of the proposed pesticide application equipment to be used in performance of the planting work, including descriptive data and calibration tests.

\\*SD-08 Statements\*\

\\*Delivery\*\; \\*FIO\*\.

\\*Application of Pesticide Material\*\; \\*FIO\*\.

The following work plans, before work is started.

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a. Delivery Schedule at least 10 days prior to the intended date of the first delivery.

b. Pesticide Treatment Plan, giving proposed sequence of pesticide treatment work, before work is started. The pesticide trade name, chemical composition, formulation, concentration, application rate of active ingredients and methods of application for all materials furnished, and the name and state license number of the state certified applicator shall be included.

\\*SD-09 Reports\*\

\\*Soil Test\*\; \\*FI0\*\.

\\*Percolation Test\*\; \\*FI0\*\.

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

\\*SD-13 Certificates\*\

\\*Topsoil\*\; \\*FI0\*\.

\\*Soil Amendments\*\; \\*FI0\*\.

\\*Plants\*\; \\*FI0\*\.

\\*Pesticide\*\; \\*FI0\*\.

Certificates of compliance certifying that materials meet the requirements specified, prior to the delivery of materials. Reports for the following materials shall be included.

a. Topsoil: For pH, chemical analysis, mechanical analysis and particle size.

b. Fertilizer: For chemical analysis and composition percent.

c. Agricultural Limestone: For sieve analysis and calcium carbonate equivalent.

d. Peat: For compliance with \-ASTM D 2607-\.

e. Plant Materials: For botanical and common name, size, quantity by species, grade, nursery grown.

f. Pesticide Material: For EPA registration number and registered uses.

\\*SD-18 Records\*\

\\*Plant Establishment Period\*\; \\*FI0\*\.

\\*Maintenance Report\*\; \\*FI0\*\.

\\*Maintenance Instructions\*\; \\*FI0\*\.

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a. Maintenance Report. Written record of maintenance work performed and quantity of plant losses and replacements.

b. Plant Establishment Period. Written calendar time period for the beginning of the plant establishment period. When there is more than one establishment period, the boundaries of the planted areas covered for each period shall be described.

c. Maintenance Instruction. Written instructions for year-round care of installed plants.

1.3 SOURCE INSPECTIONS

1.3.1 Plant Materials

Plant materials shall be subject to inspection at the growing site by the Contracting Officer.

1.3.2 Delivered Topsoil

The source of topsoil shall be subject to inspection by the Contracting Officer.

1.4 SHIPMENT, DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Shipment

1.4.1.1 Preparation

Digging and preparation for shipment shall be done in a manner that will not cause shock or damage to branches, trunk, or root systems.

a. Balled and Burlapped (BB) Plants: Ball size and ratio shall be provided as recommended by \-AAN-01-\. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. Center the plant stem or trunk in the ball and clean cut all roots at the ball surface. No roots shall be pulled from the ground. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with twine.

1.4.1.2 Antidesiccant Application

Plants shall be sprayed with an antidesiccant as leaf budding occurs or when plant material has soft growth.

1.4.2 \\*Delivery\*\

1.4.2.1 Identification

Plants shall be identified with durable waterproof labels and weather-resistant ink. Plants shall have attached labels stating the correct plant name and size.

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1.4.2.2 Protection During Delivery

Plants shall be protected during delivery to prevent desiccation of the plant or damage to the roots or balls. Branches of plants shall be protected by tying-in the branches and covering all exposed branches.

1.4.2.3 Topsoil

A soil test shall be provided for topsoil delivered to the site.

1.4.2.4 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

1.4.2.5 Pesticide

Pesticide materials shall be delivered to the site in the original unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration numbers and the registered uses.

1.4.3 Inspection

Plant material shall be inspected upon arrival at the jobsite by the Contracting Officer for conformity to the paragraph PLANTS and paragraph Shipment, and any unacceptable plant material shall be removed from the jobsite.

1.4.4 Storage

1.4.4.1 Plant Storage

Plants not installed on the day of arrival at the site shall be stored and protected in areas designated by the Contracting Officer. Plants shall be protected from exposure to wind and shall be shaded from the sun. Covering that will allow air to circulate and prevent internal heat from building up shall be provided. All plants shall be kept in a moist condition by watering with a fine mist spray until planted.

1.4.4.2 Storage of Other Materials

Soil amendments shall be stored in dry locations away from contaminants. Pesticide materials shall not be stored with other landscape materials. Storage of materials shall be in areas designated or as approved by the Contracting Officer.

1.4.5 Handling

Care shall be taken to avoid injury to plants. Materials shall not be dropped from vehicles. Balled and burlapped plants shall be handled carefully to avoid cracking or breaking the earth ball and container-grown plants shall be handled by the container. Plants shall not be handled by the trunk or stems.

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1.4.5.1 Time Limitation

- a. Mulch: Limitation of time between installing plant and placing mulch is 48 hours.
- b. Trunk Wrap: Limitation of time between installing deciduous trees and wrapping the trunks is 24 hours.
- c. Transplanting Existing Plants: Limitation of time between digging and replanting existing plant material is one hour.

1.5 WARRANTY

Furnished plants shall be guaranteed to be in a vigorous growing condition for a period of 12 months regardless of the contract time period. A plant shall be replaced as necessary to meet performance requirements of this guarantee. Transplanted existing plants require no guarantee. A written calendar time period for the guarantee of plant growth shall be furnished to the Contracting Officer.

PART 2 - PRODUCTS

2.1 \\*PLANTS\*\

2.1.1 Varieties

Plants shall be nursery grown or plantation grown stock conforming to \-AAN-01-\ and shall be of the varieties specified in the plant list bearing botanical names listed in one or more of the publications listed under "Nomenclature" in \-AAN-01-\.

2.1.2 Substitutions

Substitutions will not be permitted without written request from the Contractor for approval by the Contracting Officer.

2.1.3 Growing Conditions

Plants shall be grown under climatic conditions similar to those in the locality of the project.

2.1.4 Quality

Well shaped, well grown, vigorous, healthy plants having healthy and well branched root systems shall be provided. Plants shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion. Plants shall be provided that are typical of the species or variety and conforming to standards as set forth in \-AAN-01-\ and as specified herein.

2.1.4.1 Shade Trees

A height relationship to caliper shall be provided as recommended by \-AAN-01-\ . Height of branching should bear a relationship to the size and variety of tree specified and with the crown in good balance with the trunk. Trees shall not be "poled" or the leader removed.

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a. Single stem: Trunk shall be reasonably straight and symmetrical with crown and have a persistent main leader.

2.1.5 Size

Plants shall be furnished in sizes indicated. Plants larger in size than specified may be provided at no additional cost to the Government.

2.1.6 Measurement

Plant measurements shall be in accordance with \-AAN-01-\.

2.2 \\*TOPSOIL\*\

Topsoil shall be the existing surface soil stripped to the depth indicated and stockpiled on the site in accordance with Section \=02210=\ GRADING. Additional topsoil, if required, beyond that available from stripping operations, shall be delivered. Delivered topsoil shall conform to topsoil requirement specified in Section \=02210=\ GRADING and shall be amended as recommended by soil tests for the plants specified.

2.2.1 \\*Soil Test\*\

A soil test shall be performed for pH, particle size, chemical analysis and mechanical analysis to establish the quantities and type of soil amendments required to meet local growing conditions for the type and variety of plants specified.

2.3 \\*SOIL AMENDMENTS\*\

Soil amendments consist of fertilizer, bonemeal, organic soil amendments and soil conditioner.

2.3.1 Not used

2.3.2 Fertilizer

Fertilizer shall be commercial grade, free flowing, uniform in composition and conforming to \-CID A-A-1909-\.

2.3.2.1 Dry Fertilizer

a. Granular fertilizer : Consists of nitrogen-phosphorous-potassium ratio: 16 percent nitrogen, 4 percent phosphorous, and 8 percent potassium.

2.3.2.2 Liquid Fertilizer

Commercially available liquid fertilizer shall consist of completely soluble plant foods suitable for application as foliage spray.

2.3.3 Bonemeal

Bonemeal shall be a finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

2.3.4 Organic Soil Amendments

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**2.3.4.1 Peat**

Peat shall be a natural product of hypnum moss peat derived from a bog, swampland or marsh and shall conform to \-ASTM D 2607-\.

**2.3.4.2 Sand**

Sand shall be clean and free of toxic materials and at least 95 percent by weight shall pass a 10-mesh sieve, and 10 percent by weight shall pass a 16-mesh sieve.

**2.3.4.3 Rotted Manure**

Rotted manure shall be unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials and containing no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

**2.3.4.4 Decomposed Wood Derivatives**

Decomposed wood derivatives shall be ground bark, sawdust, or other wood waste material free of stones, sticks, and toxic substances harmful to plants and stabilized with nitrogen and having the following properties:

<u>Particle size</u>	<u>Minimum percent by weight passing</u>
No. 4 mesh screen	95
No. 8 mesh screen	80
<u>Nitrogen Content</u>	<u>Minimum percent based on dry weight</u>
Redwood Sawdust	0.5
Fir Sawdust	0.7
Fir or Pine Bark	1.0

**2.3.5 Soil Conditioner**

For single use or in combination to meet requirements for topsoil.

**2.3.5.1 Gypsum**

Gypsum shall be commercially packaged, free flowing, and a minimum of 95 percent calcium sulfate by volume.

**2.3.5.2 Aluminum Sulfate**

Aluminum sulfate shall be commercial grade.

**2.4 MULCH**

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Mulch shall be free from weeds, mold and other deleterious materials.

**2.4.1 Inert Mulch Material**

Inert mulch materials shall be riverbank stone, and shall be no larger than 38 mm.

**2.4.2 Organic Mulch Material**

Organic mulch materials shall be ground or shredded bark ranging in size from 19 to 38 mm.

**2.5 NOT USED**

**2.6 TRUNK WRAPPING MATERIAL**

Tree wrap shall be two thicknesses of crinkled paper cemented together with a layer of bituminous material. Wrapping material shall be a minimum of 100 mm in width and have a stretch factor of 33-1/3 percent. Twine for tying shall be lightly tarred medium or coarse sisal yarn.

**2.7 GUYING AND STAKING MATERIAL**

**2.7.1 Stakes**

Stakes for tree support shall be rough sawn wood, free from knots, rot, cross grain, or other defects that would impair the strength. Standard stakes shall be hardwood or fir treated with pentachlorophenol.

**2.7.1.1 Bracing Stakes**

Bracing stakes shall be a minimum of 50 mm by 50 mm or 60 mm in diameter by 2400 mm long and pointed at one end.

**2.7.1.2 Ground Stakes**

Ground stakes shall be a minimum of 50 mm by 50 mm or 60 mm in diameter by 900 mm long and pointed at one end.

**2.7.2 Guying Material**

**2.7.2.1 Guying Wire**

Guying wire shall be 12-gauge annealed galvanized steel wire.

**2.7.2.2 Guying Cable**

Am #1 Guying cable shall be a minimum of five-strand, 4.76 mm diameter cadmium plated steel cable.

**2.7.3 Chafing Guard**

Hose chafing guards shall be new or used 2-ply reinforced rubber or plastic hose and shall be all the same color on the project. Length shall be 1-1/2 times the circumference of the plant at its base.

**2.7.4 Flags**

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Flags to be fastened to guys shall be white surveyor's plastic tape, \^150 mm^\ in length.

2.7.5 Turnbuckles

Am #1

Turnbuckles shall be galvanized or cadmium-plated steel and have a \^76.2 mm \_\_\_\_\_^\ minimum lengthwise opening fitted with screw eyes.

2.8 NOT USED

2.9 WATER

Water shall not contain elements toxic to plant life.

2.10 ANTIDESICCANT

Antidesiccant shall be an emulsion that will provide a film over plant surfaces permeable enough to permit transpiration, and shall not damage the plant.

2.11 NOT USED

2.12 TREE WOUND DRESSING

Tree wound dressing shall be a black asphalt-base antiseptic paint or a black paint consisting of Bordeaux Mixture, raw linseed oil, and lamp black.

2.13 \\*PESTICIDE\*\

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide, and miticide. Pesticide material shall be labeled for use and applied only as registered by EPA and approved herbicide, insecticide, fungicide, nematocide, rodenticide and miticide.

PART 3 - EXECUTION

3.1 EXAMINATION

3.1.1 Verify Grades

The Contracting Officer shall verify the finished grades are as indicated on drawings, and the placing of topsoil and smooth grading has been completed in accordance with Section \=02210=\ GRADING.

3.1.2 Underground Obstructions to Planting

The location of underground utilities and facilities shall be verified. Damage to underground utilities and facilities shall be repaired at the Contractor's expense.

3.2 SITE PREPARATION

3.2.1 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted by the Contracting Officer to meet field conditions.

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### 3.2.2 Protection of Existing Vegetation

If lawns have been established prior to planting operations, the surrounding turf shall be covered before excavations are made in a manner that will protect turf areas. Existing trees, shrubbery, and beds that are to be preserved shall be barricaded in a manner that will effectively protect them during planting operations.

### 3.3 EXCAVATION

#### 3.3.1 Obstructions Below Ground or Poor Drainage

When obstructions below ground or poor drainage affect the contract operation, proposed adjustments to plant location, type of plant and planting method or drainage correction shall be submitted to and approved by the Contracting Officer.

#### 3.3.2 Turf Removal

Where planting beds occur in existing turf areas, the turf shall be removed to a depth that will ensure the removal of the entire root system.

#### 3.3.3 Plant Pits

Plant pits shall be dug to produce vertical sides and flat, uncompacted bottoms. When pits are dug with an auger and the sides of the pits become glazed, the glazed surface shall be scarified. The minimum allowable dimensions of plant pits shall be  $\geq 150$  mm deeper than the depth of ball or the depth of base roots; for ball or root spreads up to  $\leq 600$  mm, pit diameters shall be twice the root spread; for ball or root spreads from  $\geq 600$  to  $\leq 1200$  mm, pit diameters shall be  $\geq 600$  mm greater; for ball or root spreads over  $\geq 1200$  mm, pit diameters shall be 1-1/2 times the ball root spread.

### 3.4 $\backslash$ + $\backslash$ \*PERCOLATION TEST\* $\backslash$ + $\backslash$

Test for percolation shall be done to determine positive drainage of plant pits and beds. The Contracting Officer shall be notified in writing of all soil and drainage conditions detrimental to growth of plant material and shall submit proposal for correcting the condition.

### 3.5 PLANTING TIMES AND CONDITIONS

#### 3.5.1 Deciduous Planting Time

Install deciduous plants from December to March.

#### 3.5.2 Not used

#### 3.5.3 Not used

#### 3.5.4 Planting Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations,

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proposed planting times shall be submitted to and approved by the Contracting Officer.

**3.6 INSTALLATION**

**3.6.1 Erosion Control**

Where erosion control material is indicated or required, material shall be installed in accordance with manufacturer's instructions. Placement of the erosion control material shall be accomplished without damage to installed material or without deviation to finished grade.

**3.6.2 Backfill Soil Mixture**

The backfill soil mixture shall be a proportioned mixture thoroughly mixed by volume of topsoil and selected soil amendments as follows:

Topsoil 2/3 parts to mixture.

67 percent to mixture.

**3.6.3 Setting Plants**

Plants shall be set plumb and held in position until sufficient soil has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are even with the depth at which they were grown in the nursery, or container.

**3.6.4 Not used**

**3.6.5 Balled and Burlapped Plants**

Materials shall be removed that are metal, plastic, nylon or treated burlap, prior to backfilling. Balled and burlapped stock shall be backfilled with backfill soil mixture to approximately half the depth of the ball and then tamped and watered. Biodegradable burlap and tying material shall be carefully opened and folded back. The backfill shall be completed, tamped and watered. A  $\sim 100$  mm high earth saucer shall be formed around individual plants.

**3.6.6 Not used**

**3.6.7 Not used**

**3.6.8 Not used**

**3.6.9 Not used**

**3.6.10 Staking and Guying**

**3.6.10.1 Not used**

**3.6.10.2 Two Bracing Stakes**

Trees over  $\sim 1.8$  m tall shall be held in place with two bracing stakes placed on opposite sides. The tree shall be held firmly between the stakes with a double strand of wire. Chafing guards shall be used where the wire contacts the tree. Bracing stakes shall be driven vertically into firm ground and shall not injure the ball or roots.

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### 3.6.10.3 Three Guying Wires

Trees shall be held firmly in place with three guying lines of double strand wire spaced equidistantly around the tree. The line shall be anchored with ground stakes. The line shall be anchored to the tree at a point equal to one half its height. Chafing guards shall be used where the line contacts the tree. One turnbuckle shall be centered on each line for tree straightening purposes. Ground stakes shall be driven into firm ground outside the earth saucer and plant pit with the top of the stake flush with the ground surface.

### 3.6.11 Flags

A flag shall be securely fastened to each guying line to be visible by pedestrians.

## 3.7 FINISHING

### 3.7.1 Not used

### 3.7.2 Pruning

The total amount of foliage shall be pruned by one-fourth to one-third on installed trees and shrubs to compensate for loss of roots and transplanting shock. The typical growth habit of individual plants shall be retained. Clean cuts shall be made flush with the parent trunk. Improper cuts, stubs, dead and broken branches shall be removed. "Headback" cuts at right angles to the line of growth shall not be permitted. Trees shall not be poled or the leader removed, nor shall the leader be pruned or "topped off." Cuts or wounds measuring a minimum  $\geq 15$  mm in diameter shall be painted with the specified tree wound dressing.

### 3.7.3 Mulch

Am #1 Mulch shall be spread to a uniform thickness of  $\geq 50$  mm within 48 hours after planting. Mulch shall be kept out of the crowns of shrubs and off buildings, sidewalks and other facilities.

### 3.7.4 Not used

### 3.7.5 Not used

### 3.7.6 Water

Plants shall be watered as necessary to maintain an adequate supply of moisture within the root zone. Run-off, puddling and wilting shall be prevented.

### 3.7.7 Antidesiccant Application

Plants requiring further protection shall be sprayed with anti-desiccant in accordance with manufacturer's recommendations.

## 3.8 MAINTENANCE DURING PLANTING OPERATION

Installed plants shall be maintained in a healthy growing condition. Maintenance operations shall begin immediately after each plant is installed and shall continue until the plant establishment period commences. The

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maintenance includes watering, pruning, wound dressing, straightening and other necessary operations. Plant beds and earth saucers shall be kept free of weeds, grass and other undesired vegetation. Plants shall be checked for settlement and shall be reset proper grade as necessary. Run-off, puddling and wilting shall be prevented.

3.9 NOT USED

3.10 \\*APPLICATION OF PESTICIDE MATERIAL\*\

When pesticide becomes necessary to remove a disease or pest, a state-certified applicator shall apply required pesticide in accordance with State EPA label restrictions and recommendations. Hydraulic equipment shall be provided for the liquid application of pesticides with a leak-proof tank, positive agitation methods, controlled application pressure and metering gauges. A pesticide treatment plan shall be provided to the Contracting Officer as specified in paragraph SUBMITTALS.

3.11 RESTORATION AND CLEAN UP

3.11.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.11.2 Clean Up

Excess and waste material from the planting operation shall be removed and disposed of off the site. Adjacent paved areas shall be cleared.

3.12 \\*PLANT ESTABLISHMENT PERIOD\*\

3.12.1 Commencement

On completion of the last day of the planting operation, the plant establishment period for maintaining installed plants in a healthy growing condition shall commence and shall be in effect for the remaining contract time period not to exceed 12 months. When the planting operation extends over more than one season or there is a variance to the planting times, plant establishment periods shall be established for the work completed, as directed. Written calendar time period shall be furnished to the Contracting Officer for the beginning of the plant establishment period. When there is more than one plant establishment period, describe the boundaries of the planted area covered for each period.

3.12.2 Maintenance During Establishment Period

3.12.2.1 General

Maintenance of plants shall include straightening plants, tightening stakes and guying material, repairing tree wrapping, protecting plant areas from erosion, maintaining erosion control material, supplementing mulch, accomplishing wound dressing, removing dead or broken tip growth by pruning, maintaining edging of beds, checking for girdling of plants and maintaining plant labels, watering, weeding, removing and replacing unhealthy plants.

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3.12.2.2 Water

The plants shall be watered as necessary to maintain an adequate supply of moisture within the root zone. An adequate supply of moisture is estimated to be the equivalent of one inch of absorbed water per week delivered in the form of natural rain or augmented as required by periodic waterings. Run-off, puddling and wilting shall be prevented.

3.12.2.3 Weeding

Grass and weeds in earth saucers and plant beds shall not be allowed to reach a height of  $\wedge 80 \text{ mm} \wedge$  before being completely removed, including the root growth.

3.12.2.4 Unhealthy Plants

A plant shall be considered unhealthy or dead when the main leader has died back, or 25 percent of the crown is dead. Determine the cause for an unhealthy plant. Unhealthy or dead plants shall be removed immediately and shall be replaced as soon as seasonal conditions permit.

3.12.2.5 Fertilizing

Am #1

The plants shall be topdressed at least once during the period of establishment with dry fertilizer at the rate of 2 pounds per 100 square feet of plant pit or bed area or foliar feed plants with liquid fertilizer. Dry fertilizer adhering to plants shall be flushed off. The application shall be timed prior to the advent of winter dormancy.

3.12.2.6 Settlement

Topsoil shall be added to maintain grade and to maintain earth saucers. Serious settlement affecting the setting of the plant in relation to the depth at which it was grown requires replanting in accordance with paragraph INSTALLATION.

3.12.2.7 Pesticide Treatment

Treatment for diseases or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE MATERIAL.

3.12.2.8  $\wedge$ \*Maintenance Report $\wedge$

A written record shall be furnished to the Contracting Officer of the maintenance work performed, the quality of plant losses, cause for plant loss and replacements made on each site visit.

3.12.2.9  $\wedge$ \*Maintenance Instructions $\wedge$

Written instructions shall be furnished to the Contracting Officer for year-round care of installed plants.

3.12.3 Replacement Plants

Plants shall be provided for replacement in accordance with paragraph PLANTS. Replacement plants shall be installed in accordance with paragraph INSTALLATION. No extended plant establishment period shall be required for

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replacement plants. A plant will be replaced in accordance with paragraph WARRANTY.

**3.13 FINAL ACCEPTANCE**

**3.13.1 Preliminary Inspection**

Prior to the completion of the contract or the plant establishment period or whichever occurs first a preliminary inspection shall be held by the Contracting Officer. Time for the inspection will be established in writing. The quantity and type of plants installed and the acceptability of the plants in accordance with the plant establishment period shall be determined.

**3.13.2 Final Inspection**

A final inspection shall be held by the Contracting Officer to determine that deficiencies noted in the preliminary inspection have been corrected. Time for the inspection shall be established in writing. Acceptance of the planting operation is subject to the guarantee of plant growth.

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SECTION 05500

MISCELLANEOUS METAL

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.

ALUMINUM ASSOCIATION (AA)

\-AA DAF-45-\ (1980) Designation System for Aluminum Finishes

\-AA SAA-46-\ (1978) Standards for Anodized Architectural Aluminum

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

\-ANSI A14.3-\ (1992) Ladders - Fixed - Safety Requirements

\-ANSI MH28.1-\ (1982) Design, Testing, Utilization, and Application of Industrial Grade Steel Shelving

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

\-ASTM A 36-\ (1994a) Carbon Structural Steel

\-ASTM A 53-\ (1993a) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

\-ASTM A 123-\ (1989a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

\-ASTM A 283-\ (1993a) Low and Intermediate Tensile Strength Carbon Steel Plates

\-ASTM A 467-\ (1993) Machine and Coil Chain

\-ASTM A 475-\ (1989) Zinc-Coated Steel Wire Strand

\-ASTM A 500-\ (1993) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

\-ASTM A 653-\ (1994) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

\-ASTM A 924-\ (1994) General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process

\-ASTM B 26-\ (1995) Aluminum-Alloy Sand Castings

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\-ASTM B 221-\	(1995a) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes
\-ASTM B 429-\	(1995) Aluminum-Alloy Extruded Structural Pipe and Tube
\-ASTM D 2047-\	(1993) Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine
\-ASTM F 1083-\	(1993) Specification for Pipe, Steel, Hot Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
\-ASTM A 153-\	(1996) Zinc Coated (Hot Dip) on Iron and Steel Hardware
AMERICAN WELDING SOCIETY (AWS)	
\-AWS D1.1-\	(1994) Structural Welding Code - Steel
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)	
\-NFPA 211-\	(1992) Chimneys, Fireplaces, Vents and Solid Fuel-Burning Appliances

**1.2 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 \=01300=\ SUBMITTAL PROCEDURES:

\\*SD-04 Drawings\*\

\\*Miscellaneous Metal Items\*\; \\*FIO\*\.

Detail drawings indicating material thickness, type, grade, and class; dimensions; and construction details. Drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions, and templates. Detail drawings for the following items:

1. Access doors and frames.
2. Corner guards and shields.
3. Downspout Boots.
4. Handrails.
5. Ships ladder.
6. Miscellaneous.
7. Window sub-sill.
8. Fence Post and Accessories
9. Perforated Metal Planks

\\*SD-14 Samples\*\

\\*Miscellaneous Metal Items\*\; \\*GA\*\.

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Samples of the following items: One of each of the following types:

1. Access doors and frames.
2. Corner guards and shields.
3. Window sub-sill.
4. Fence Post and Accessories
5. Perforated Metal Planks

Samples shall be full size, taken from manufacturer's stock, and shall be complete as required for installation in the structure. Samples may be installed in the work, provided each sample is clearly identified and its location recorded.

### 1.3 GENERAL REQUIREMENTS

The Contractor shall verify all measurements and shall take all field measurements necessary before fabrication. Welding to or on structural steel shall be in accordance with \-AWS D1.1-\. Items specified to be galvanized, when practicable and not indicated otherwise, shall be hot-dip galvanized after fabrication. Galvanizing shall be in accordance with \-ASTM A 123-\, \-ASTM A 653-\, or \-ASTM A 924-\, as applicable. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Fastenings shall be concealed where practicable. Thickness of metal and details of assembly and supports shall provide strength and stiffness. Joints exposed to the weather shall be formed to exclude water.

### 1.4 DISSIMILAR MATERIALS

Where dissimilar metals are in contact, or where aluminum is in contact with concrete, mortar, masonry, wet or pressure-treated wood, or absorptive materials subject to wetting, the surfaces shall be protected with a coat of bituminous paint or asphalt varnish.

### 1.5 WORKMANSHIP

Miscellaneous metalwork shall be well formed to shape and size, with sharp lines and angles and true curves. Drilling and punching shall produce clean true lines and surfaces. Welding shall be continuous along the entire area of contact except where tack welding is permitted. Exposed connections of work in place shall not be tack welded. Exposed welds shall be ground smooth. Exposed surfaces of work in place shall have a smooth finish, and unless otherwise approved, exposed riveting shall be flush. Where tight fits are required, joints shall be milled. Corner joints shall be coped or mitered, well formed, and in true alignment. Work shall be accurately set to established lines and elevations and securely fastened in place. Installation shall be in accordance with manufacturer's installation instructions and approved drawings, cuts, and details.

### 1.6 ANCHORAGE

Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchors,

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expansion shields, and power-driven fasteners when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; and lag bolts and screws for wood.

### PART 2 PRODUCTS

#### 2.1 ALUMINUM FINISHES

Unless otherwise specified, aluminum items shall have anodized finish conforming to \-AA SAA-46-\ . The thickness of the coating shall be not less than that specified for protective and decorative type finishes for items used in interior locations or architectural Class I type finish for items used in exterior locations in \-AA DAF-45-\ . Items to be anodized shall receive a polished satin finish pretreatment and a clear lacquer overcoating.

#### 2.2 SHOP PAINTING

Surfaces of ferrous metal except galvanized surfaces, shall be cleaned and shop coated with the manufacturer's standard protective coating unless otherwise specified. Surfaces of items to be embedded in concrete shall not be painted. Items to be finish painted shall be prepared according to manufacturer's recommendations or as specified.

#### 2.3 ACCESS DOORS AND PANELS

Doors and panels shall be flush type unless otherwise indicated. Frames for access doors shall be fabricated of not lighter than  $\wedge 1.519$  mm (16 gauge) $\wedge$  steel with welded joints and finished with anchorage for securing into construction. Access doors shall be a minimum of  $\wedge 350$  by 500 mm (14 by 20 inches) $\wedge$  and of not lighter than  $\wedge 1.897$  mm (14 gauge) $\wedge$  steel, with stiffened edges, complete with attachments. Access doors shall be hinged to frame and provided with a flush face, screw driver operated latch. Exposed metal surfaces shall have a baked enamel finish to match adjacent finish color applied prime coat.

#### 2.4 PERFORATED METAL PLANKS

Perforated metal planks shall be a snap-in type system fabricated from .81 mm (.032 inch) thick aluminum. Planks shall be a nominal 300 x 1220 mm (12 x 48 inches) and shall be clear span as indicated on the drawings. Planks shall be perforated with a 20% open area with 3.1 mm (0.125 inch) diameter holes spaced at 6.35 mm (0.250 inches) on center. Planks shall be provided with perimeter box mould and hold down clips with finish to match planks. Plank shall have a factory applied polyvinylidene fluoride finish on the exposed side. The exterior finish shall consist of a baked-on fluoropolymer enamel topcoat with an appropriate prime coat. Color shall match the metal Fascia and Soffit Panels as indicated in Section 09915 COLOR SCHEDULE. The exterior coating shall be a nominal 1 mil thick consisting of a polyvinylidene fluoride topcoat of not less than 0.7 mil dry film thickness and the paint manufacturer's recommended primer of not less than 0.2 mil. thick. The interior color finish shall consist of a backer coat with a dry film thickness of 0.5 mil. Panels shall be similar to "Simpler Ceilings, 1-800-638-5726".

#### 2.5 NOT USED

#### 2.6 NOT USED

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2.7 CORNER GUARDS AND SHIELDS

Am #1

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Corner guards for use with glazed or ceramic tile finish on walls shall be formed of  $1.5875 \text{ mm}$  ( $0.0625 \text{ inch}$ ) thick corrosion-resisting steel with polished or satin finish, shall extend  $1.5 \text{ m}$  ( $\sim 5 \text{ feet}$ ) above the top of cove base or to the top of the wainscot, whichever is less, and shall be securely anchored to the supporting wall.

2.8 NOT USED

2.9 NOT USED

2.10 DOWNSPOUT BOOTS

Downspout boots shall be cast iron with receiving bells sized to fit downspouts.

2.11 NOT USED

2.12 NOT USED

2.13 NOT USED

2.14 NOT USED

2.15 NOT USED

2.16 NOT USED

2.16.1 Steel Handrails, Including Carbon Steel Inserts

Steel handrails, including inserts in concrete, shall be steel pipe conforming to  $\text{-ASTM A 53-}$  or structural tubing conforming to  $\text{-ASTM A 500-}$ , Grade A or B of equivalent strength. Steel railings shall be  $40 \text{ mm}$  ( $1\text{-}1/2 \text{ inch}$ ) nominal size. Railings shall be shop painted.

a. Fabrication: Joint posts, rail, and corners shall be fabricated by the following methods:

(1) Mitered and welded joints by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Railing splices shall be butted and reinforced by a tight fitting interior sleeve not less than  $150 \text{ mm}$  ( $6 \text{ inches}$ ) long.

2.17 NOT USED

2.18 SHIPS LADDERS

Ladders shall be steel, fixed rail type in accordance with  $\text{-ANSI A14.3-}$  and as shown in the contract drawings.

2.19 NOT USED

2.20 NOT USED

2.21 MISCELLANEOUS

Miscellaneous plates and shapes for items that do not form a part of the structural steel framework, such as lintels, sill angles, miscellaneous mountings, and frames, shall be provided to complete the work.

2.22 NOT USED

2.23 NOT USED

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- 2.24 NOT USED
- 2.25 NOT USED
- 2.26 NOT USED
- 2.27 NOT USED
- 2.28 NOT USED
- 2.29 NOT USED
- 2.30 NOT USED
- 2.31 NOT USED
- 2.32 NOT USED
- 2.33 NOT USED

2.34 WINDOW SUB-SILL

Window sub-sill shall be of extruded aluminum alloy of size and design indicated. Not less than two anchors per window section shall be provided for securing into mortar joints of masonry sill course.

2.35 FENCE POSTS

ASTM F 1083, zinc-coated. Group IA, with external coating Type A steel pipe. Group IC steel pipe, zinc-coated with external coating Type A or Type B and Group IIA, formed steel sections.

2.35.1 Accessories

ASTM F 626. Ferrous accessories such as angles, brackets and post caps coated.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

All items shall be installed at the locations shown and according to the manufacturer's recommendations. Items listed below require additional procedures as specified.

3.2 REMOVABLE ACCESS PANELS

A removable access panel not less than 300 by 300 mm (12 by 12 inches) shall be installed directly below each valve, flow indicator, damper, or air splitter that is located above the ceiling, other than an acoustical ceiling, and that would otherwise not be accessible.

3.3 PERFORATED METAL PLANKS

Perforated metal planks shall be installed by an installer approved by the material manufacturer following the manufacturer's printed instructions and in accordance with the approved shop drawings and reflected ceiling plans. Planks will be installed level in a true plane with soffit panels as indicated in Section 07413 METAL FASCIA AND SOFFIT PANELS. All joints shall be straight and in alignment. Panels will be installed using a perimeter box mould and hold down clip type system. Plank system shall be rigid enough to limit deflection to no more than 1/360 of the span. Where recessed light fixtures occur in the soffit, cut outs or openings for the recessed light fixture shall be provided in the center of the panel by the

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manufacturer. Light fixture will be furnished, installed and supported as indicated in Section 16415 ELECTRICAL WORK, INTERIOR.

3.4 NOT USED

3.5 NOT USED

3.6 INSTALLATION OF DOWNSPOUT BOOTS

Downspouts shall be secured to building through integral lips with appropriate fasteners.

3.7 NOT USED

3.7.1 Installation of Steel Handrails

Installation shall be base plates bolted to stringers or structural steel framework. Rail ends shall be secured by steel pipe flanges anchored by expansion shields and bolts.

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SECTION 08100

DOOR SCHEDULE

PART 1 - ABBREVIATIONS

1.1 Door Type

FL	Flush
FLHG	Flush with Half Glazed Panel
FLVS	Flush with Side Vision Panel
FLVP	Flush with Vision Panel

1.2 Door Construction

HM	Hollow Metal, 44.45 mm
W	Wood, 44.45 mm Solid Core

1.3 Detail References

Door details are located in Sheet Drawing Series A7, unless noted otherwise. Numbers shown are detail numbers and sheet numbers.  
Example: 04-03 = Detail 04, Sheet A7.03.

1.4 Glazing Schedule

G1	6.35 mm	Glass (Bronze Tint)
G2	6.35 mm	Clear Tempered Glass

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**DOOR SCHEDULE**

**BLOOD DONOR CENTER - LACKLAND AIRFORCE BASE**

03/24/98

DOOR NUMBER	DOOR TYPE	DOOR CONST	GLAZING TYPE	DOOR			HDW	FIRE RATING	FRAME TYPE	DETAIL				REMARKS
				LEAF	W	HGT				HEAD	JAMB	JAMB	SILL	
A1-01	FLVS	HM	G2	2	900mm	2100mm	HW02	-	HM-02	02-04	03-04	03-04	10-04	
A1-01A	FLVS	W	G2	2	900mm	2100mm	HW08	-	HM-01	01-04	05-04	05-04	-	
A1-01B	FLVS	W	G2	1	900mm	2100mm	HW12	-	HM-01	01-04	05-04	05-04	-	
A1-02	FLVS	HM	G2	2	900mm	2100mm	HW02	-	HM-02	02-04	03-04	03-04	10-03	
A1-02A	FLVS	W	G2	1	900mm	2100mm	HW12	-	HM-01	01-04	05-04	05-04	-	
A1-03	FLVS	W	G2	1	900mm	2100mm	HW12	-	HM-01	01-04	05-04	05-04	-	
A1-04	FL	W	-	1	900mm	2100mm	HW10	-	HM-01	01-04	05-04	05-04	08-04	
A1-05	FL	W	-	1	900mm	2100mm	HW10	-	HM-01	01-04	05-04	05-04	08-04	
A1-06	FLVS	W	G2	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	-	
A1-07	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
A1-08	FL	W	-	1	900mm	2100mm	HW13	-	HM-01	01-04	05-04	05-04	-	
A1-09	FL	HM	-	1	900mm	2100mm	HW13	45 Min	HM-01	01-04	05-04	05-04	-	
A1-10	FLVS	W	G2	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	06-04	
B1-01	FLVS	HM	G2	1	900mm	2100mm	HW03	-	HM-01	01-04	05-04	05-04	-	
B1-02	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
B1-03	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
B1-04	FLVS	W	G2	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
B1-05	FLVS	W	G2	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
B1-06	FLVS	W	G2	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
B1-07	FLVS	W	G2	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
B1-08	FL	W	-	1	900mm	2100mm	HW14	-	HM-01	01-04	05-04	05-04	-	
B1-09	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
B1-10	FLVS	W	G2	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	07-04	
B1-10A	FLVS	W	G2	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	07-04	
B1-10B	FL	HM	-	1	900mm	2100mm	HW03	-	HM-02	02-04	03-04	03-04	10-04	

**DOOR SCHEDULE**

**BLOOD DONOR CENTER - LACKLAND AIRFORCE BASE**

03/24/98

DOOR NUMBER	DOOR TYPE	DOOR CONST	GLAZING TYPE	DOOR			HDW	FIRE RATING	FRAME TYPE	DETAIL				REMARKS
				LEAF	W	HGT				HEAD	JAMB	JAMB	SILL	
C1-01	FLVS	W	G2	1	1200mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	07-04	
C1-02	FL	W	-	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	-	
C1-02A	FL	W	-	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	-	
C1-03	FLVS	W	G2	1	1200mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	07-04	
C1-04	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
C1-05	FL	HM	-	1	900mm	2100mm	HW17	45 Min	HM-01	01-04	05-04	05-04	-	
C1-05A	FL	HM	-	1	900mm	2100mm	HW15	-	HM-02	02-04	03-04	03-04	09-04	
C1-06	FLVS	HM	G2	1	1200mm	2100mm	HW04	-	HM-02	02-04	03-04	03-04	10-04	
C1-07	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
C1-08	FL	HM	-	2	900mm	2100mm	HW07	45 Min	HM-01	01-04	05-04	05-04	-	
C1-08A	FL	HM	-	2	900mm	2100mm	HW06	-	HM-02	02-04	03-04	03-04	09-04	
C1-09	FL	HM	-	2	900mm	2100mm	HW06	-	HM-02	02-04	03-04	03-04	09-04	
C1-10	FL	HM	-	2	900mm	2100mm	HW06	-	HM-02	02-04	03-04	03-04	09-04	
C1-11	FL	HM	-	1	900mm	2100mm	HW15	-	HM-02	02-04	03-04	03-04	09-04	
D1-01	FL	W	-	1	900mm	2100mm	HW16	-	HM-01	01-04	05-04	05-04	07-04	
D1-02	FL	W	-	1	900mm	2100mm	HW16	-	HM-01	01-04	05-04	05-04	-	
D1-03	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
D1-04	FLVS	W	G2	1	900mm	2100mm	HW10	-	HM-01	01-04	05-04	05-04	-	
D1-05	FLVS	W	G2	1	900mm	2100mm	HW14	-	HM-01	01-04	05-04	05-04	-	
D1-05A	FLVS	W	G2	1	900mm	2100mm	HW14	-	HM-01	01-04	05-04	05-04	-	
D1-06	FL	W	-	1	900mm	2100mm	HW11	-	HM-01	01-04	05-04	05-04	08-04	
D1-07	FL	HM	-	1	900mm	2100mm	HW17	45 Min	HM-01	01-04	05-04	05-04	-	
D1-08	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
D1-09	FLVS	W	G2	1	900mm	2100mm	HW12	-	HM-01	01-04	05-04	05-04	06-04	
D1-10	FL	HM	-	1	900mm	2100mm	HW03	-	HM-02	02-04	03-04	03-04	10-04	

**DOOR SCHEDULE**

**BLOOD DONOR CENTER - LACKLAND AIRFORCE BASE**

03/24/98

DOOR NUMBER	DOOR TYPE	DOOR CONST	GLAZING TYPE	DOOR			HDW	FIRE RATING	FRAME TYPE	DETAIL				REMARKS
				LEAF	W	HGT				HEAD	JAMB	JAMB	SILL	
D1-11	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
D1-12	FLVS	W	G2	1	900mm	2100mm	HW10	-	HM-01	01-04	05-04	05-04	06-04	
D1-13	-	-	-	-	-	-	-	-	-	-	-	-	-	NOT USED
D1-14	FLVS	W	G2	1	900mm	2100mm	HW14	-	HM-01	01-04	05-04	05-04	-	
D1-15	FL	W	-	1	900mm	2100mm	HW10	-	HM-01	01-04	05-04	05-04	-	
D1-16	FL	W	-	1	900mm	2100mm	HW11	-	HM-01	01-04	05-04	05-04	08-04	
D1-17	FL	W	-	1	900mm	2100mm	HW11	-	HM-01	01-04	05-04	05-04	08-04	
D1-18	FL	W	-	1	900mm	2100mm	HW10	-	HM-01	01-04	05-04	05-04	-	
D1-19	FLVS	W	G2	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
D1-20	FLVS	W	G2	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
D1-21	FL	W	-	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	06-04	
D1-21A	FL	W	-	1	900mm	2100mm	HW09	-	HM-01	01-04	05-04	05-04	07-04	
D1-22	FL	W	-	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
D1-23	FL	W	-	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	-	
D1-24	FL	W	-	1	900mm	2100mm	HW05	-	HM-01	01-04	05-04	05-04	06-04	
D1-25	FLVS	HM	G2	1	900mm	2100mm	HW01	-	HM-02	02-04	03-04	03-04	10-04	
D1-26	FL	W	-	1	1200mm	2100mm	HW16	-	HM-01	01-04	05-04	05-04	-	
D1-27	FL	W	-	1	900mm	2100mm	HW11	-	HM-01	01-04	05-04	05-04	-	
D1-28	FL	W	-	1	1200mm	2100mm	HW16	-	HM-01	01-04	05-04	05-04	-	

SECTION 09916

ROOM FINISH SCHEDULE

PART 1 - GENERAL

1.1 ABBREVIATIONS

AT	Acoustical Ceiling Tile
CB	Cubicle Curtain
CG	Corner Guard
CP	Carpet
CS	Concrete
CT	Ceramic Tile
EX	Exposed
GT	Grout
GW	Gypsum Wallboard
IB	Integral Base
MC	Multi-Color Textured Coating
PL	Plastic Laminate
PT	Paint
PW	Plywood
RB	Resilient Base
SS	Solid Surfacing
SV	Sheet Vinyl
VAR	Varies
VT	Vinyl Composition Tile
WD	Wood Stain
WG	Wall Guard

1.2 ROOM COLOR AND FINISH SCHEDULE

1.2.1 Notes:

The following notes are referred to in the Notes Column on the Room Finish Schedule.

**Blood Donor Center, Lackland AFB, Texas**

ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-98-B-0003

- . Wall: CT03 shall be the accent stripe as shown in drawings. Wainscot height shall be as noted on drawings. Refer A8 Series in drawings.
- . Floor: VT01/VT02 shall be floor pattern as shown in drawings. Refer A1 Series in drawings.
- . Wall: North wall in corridor space shall be PT02 except on interior north wall around seating which shall be PT01.
- . Ceiling: Height as shown in drawings. Refer A9 Series in drawings.
- . Ceiling: AT01 with PT01 on furrdown.
- . Ceiling: AT02 with PT01 on furrdown.
- . Walls: Fire retardant paint on fire retardant plywood.
- . Floor: VT01/CP01 as shown in drawings. Refer A1 Series in drawings.

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**ROOM FINISH SCHEDULE**

**Blood Donor Center - Lackland AFB, TX**

3/24/98

NUMBER	NAME	FLOOR	BASE	WALLS					WAINSCOT		CEILING		NOTES
				REF. - PART'N SCHEDULE FOR CONSTRUCTION					WNEFIN	WNHT	CLNGFIN	CLNGHT	
				WLMATL	NW	SW	EW	WW					
A101	BRIEFING ROOM	VT01	RB01	GW	PT02	MC01	PT01	PT01			AT01	2400	
A102	CORRIDOR	VT01	RB01	GW	MC01	MC01	MC01	MC01			AT01	2400	
A103	CORRIDOR	VT01	RB01	GW	MC01	MC01	MC01	----			AT01	2400	
A104	TOIL PUB-M	CT01	CT02	GW	PT01	PT01	PT01	PT01	CT02	1320/2030	PT01	2400	1
A105	TOIL PUB-F	CT01	CT02	GW	PT01	PT01	PT01	PT01	CT02	1320/2030	PT01	2400	1
A106	CORRIDOR	CP01	RB01	GW	MC01	----	MC01	MC01			AT01	2400	
A107	HOLDING	VT/VT	RB01	GW	PT01	PT02	PT01	PT01			AT01	2400	2
A108	FORM STOR	CP01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
A109	FILE STOR	CP01	RB01	GW	PT01	MC01	PT01	PT01			AT01	2400	
A110	ADMINSTRATION	CP01	RB01	GW	MC01	PT01	PT01	PT01			AT01	2400	
B101	VITAL SIGNS/ SUBWAIT	VT/VT	RB01	GW	PT02	PT01	PT01	PT01			AT/PT	VAR	2,4,5
B102	FINGER STICK	SV01	IB01	GW	PT01	PT01	MC01	PT01			AT02	2400	
B103	SUBWAIT	VT/VT	RB01	GW	PT02	PT01	PT01	PT01			AT/PT	VAR	2,4,5
B104	INTER	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
B105	INTER	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
B106	INTER	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
B107	INTER	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
B108	BAG ISSUE	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT/PT	2400	5

**ROOM FINISH SCHEDULE**

**Blood Donor Center - Lackland AFB, TX**

3/24/98

NUMBER	NAME	FLOOR	BASE	WALLS					WAINSCOT		CEILING		NOTES
				REF. - PART'N SCHEDULE FOR CONSTRUCTION					WNEFIN	WNHT	CLNGFIN	CLNGHT	
				WLMATL	NW	SW	EW	WW					
B109	SUBWAIT	VT/VT	RB01	GW	PT/PT	PT01	PT01	PT01			AT/PT	VAR	2,3,4,5
B110	CORRIDOR	SV01	IB01	GW	PT01	PT01	PT01	PT01			AT/PT	2400	6
B110A	BLOOD DRAW A	SV01	IB01	GW	PT01	PT01	PT01	PT03			AT/PT	2600	6
B110B	BLOOD DRAW B	SV01	IB01	GW	PT01	PT01	PT03	PT01			AT/PT	2600	6
B110C	BLOOD DRAW C	SV01	IB01	GW	PT01	PT01	PT01	PT03			AT/PT	2600	6
B110D	BLOOD DRAW D	SV01	IB01	GW	PT01	PT01	PT03	PT01			AT/PT	2600	6
B110E	BLOOD DRAW E	SV01	IB01	GW	PT01	PT01	PT01	PT03			AT/PT	2600	6
B110F	BLOOD DRAW F	SV01	IB01	GW	PT01	PT01	PT03	PT01			AT/PT	2600	6
B110G	BLOOD DRAW G	SV01	IB01	GW	PT01	PT01	PT01	PT03			AT/PT	2600	6
B110H	BLOOD DRAW H	SV01	IB01	GW	PT01	PT01	PT03	PT01			AT/PT	2600	6
C101	TESTING/ ADO/ RH TYPE	SV01	IB01	GW	PT01	PT01	PT01	PT01			AT02	2400	
C102	PREPROCESS	SV01	IB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
C103	COMPONENT ROOM	SV01	IB01	GW	PT01	PT01	PT01	PT01			AT02	2400	
C104	NOT USED	----	----	----	----	----	----	----			----	----	
C105	REC/PROC	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
C106	CORRIDOR	VT01	RB01	GW	MC01	MC01	MC01	MC01			AT01	2400	
C107	NCOIC	VT01	RB01	GW	----	PT01	----	PT01			AT01	2400	
C108	GENERAL STORAGE	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2600	
C109	MECH	CS	RB01	GW	PT01	PT01	PT01	PT01			EX	EX	

**ROOM FINISH SCHEDULE**

**Blood Donor Center - Lackland AFB, TX**

3/24/98

NUMBER	NAME	FLOOR	BASE	WALLS					WAINSCOT		CEILING		NOTES
				REF. - PART'N SCHEDULE FOR CONSTRUCTION					WNEFIN	WNHT	CLNGFIN	CLNGHT	
				WLMATL	NW	SW	EW	WW					
C110	BOILER ROOM	CS	RB01	GW	----	----	----	----			EX	EX	
C111	FUEL STOR	CS	RB01	GW	----	----	----	----			EX	EX	
D101	ELEC	CS	RB01	GW	PT01	PT01	PT01	PT01			EX	EX	
D102	COMM	VT01	RB01	PW	PT01	PT01	PT01	PT01			PT01	2400	7
D103	REFRESH	VT01	RB01	GW	PT01	PT01	PT01	----			AT01	2400	
D104	ISOL HOLD	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D105	CORRIDOR	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D106	TOIL ISOL	CT01	CT02	GW	PT01	PT01	PT01	PT01	CT02	1320/2030	AT01	2400	1
D107	JAN	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D108	NOT USED	-----	----	----	----	----	----	----			----	-----	
D109	CORRIDOR	VT01	RB01	GW	MC01	MC01	MC01	MC01			AT01	2400	
D110	CORRIDOR	VT01	RB01	GW	----	MC01	MC01	MC01			AT01	2400	
D111	NOT USED	----	----	----	----	----	----	----			----	----	
D112	STAFF LNGE/ CONF	CP01	RB01	GW	MC01	MC01	MC01	MC01			AT01	2400	
D113	CORRIDOR	VT01	RB01	GW	PT01	PT01	PT01	----			AT01	2400	
D114	CORRIDOR	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D115	M LKRS	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT02	2400	
D116	TOIL/ SHWR-M	CT01	CT02	GW	PT01	PT01	PT01	PT01	CT02	1320/2030	PT01	2400	1

**ROOM FINISH SCHEDULE**

**Blood Donor Center - Lackland AFB, TX**

3/24/98

NUMBER	NAME	FLOOR	BASE	WALLS					WAINSCOT		CEILING		NOTES
				REF. - PART'N SCHEDULE FOR CONSTRUCTION					WNEFIN	WNHT	CLNGFIN	CLNGHT	
				WLMATL	NW	SW	EW	WW					
D117	TOIL/ SHWR-F	CT01	CT02	GW	PT01	PT01	PT01	PT01	CT02	1320/2030	PT01	2400	1
D118	F LKRS	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT02	2400	
D119	INT	CP01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D120	INT	CP01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D121	APHERESIS	SV01	IB01	GW	MC01	MC01	MC01	MC01			AT02	2400	
D122	NURSE	SV01	IB01	GW	PT02	PT01	PT01	PT01			AT01	2400	
D123	NURSE	SV01	IB01	GW	PT03	PT01	PT01	PT01			AT01	2400	
D124	RECEP	CP01	RB01	GW	PT01	PT03	----	PT03			AT/PT	VAR	4,5
D125	WAIT	VT/CP	RB01	GW	MC01	MC01	MC01	MC01			AT01	2400	8
D126	SECUR STOR	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	
D127	TOIL PAT	CT01	CT02	GW	PT01	PT01	PT01	PT01	CT02	1320/2030	PT01	2400	1
D128	EQUIP STOR	VT01	RB01	GW	PT01	PT01	PT01	PT01			AT01	2400	

Blood Donor Center, Lackland AFB, Texas

ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-98-B-0003

SECTION 09917

EQUIPMENT/CASEWORK FINISH SCHEDULE

1.1 The following notes are referred to in the finish column on the Equipment/  
Casework Finish Schedule.

01. Fisher Hamilton #GR Green.

02. Stainless Steel.

03. Match to PL01, Wilsonart #4634-60 Storm Nebula.

04. Match to Claridge. Color: #32 White LCS Board.

05. Match to Claridge. Cork Color: #1105 Desert Sand.

06. White.

07. Track shall be Satin Bronze. Curtain shall match to CB01 Designtex  
Pattern #0024 Olmstead, Color #401 Larkspur.

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**EQUIPMENT/CASEWORK FINISH SCHEDULE**  
**BLOOD DONOR CENTER, LACKLAND AFB, TX**

03/24/98

RMNUM	RMNAME	JSN	NOMEN	FINISH
A1-01	BRIEFING/ROOM/	F3010	Bulletin Board, 1219x1219 mm	05
A1-01	BRIEFING/ROOM/	F3035	Whiteboard, 1219x1219 mm	04
A1-10	ADMINISTRATION//	A5185	Drapery Track	06
A1-10	ADMINISTRATION//	F3010	Bulletin Board, 1219x1219 mm	05
B1-02	FINGER/STICK/	CV080	Cabinet, Full Height	01
B1-10	BLOOD/DRAW/	C02C0	Cabinet, U/C, Base	01
B1-10	BLOOD/DRAW/	C02Q0	Cabinet, U/C, Sink	01
B1-10	BLOOD/DRAW/	CS140	Sink, SS, Counter	02
B1-10	BLOOD/DRAW/	CT030	Counter Top - PL - 610mm D	03
C1-01	TESTING/ABO/RH TYPE	CS140A	Sink, SS,SB, 406 x 335 x 190mm	01
C1-02	PREPROCESS//	CS140A	Sink, SS, SB, 406 x 335 x 190 mm	01
C1-05	REC/PROC/	F3050	Whiteboard, 914 x 1219mm	04
C1-07	NCOIC//	F3050	Whiteboard, 914 x 1219mm	04
D1-03	REFRESH//	C0034	Apron Rail 559mm D x L - AR.	03
D1-03	REFRESH//	C01B0	Cabinet, U/C, Base	01
D1-03	REFRESH//	C02B0	Cabinet, U/C, Base	01
D1-03	REFRESH//	C02Q0	Cabinet, U/C, Sink	01
D1-03	REFRESH//	C04F0	Cabinet, U/C, Base	01
D1-03	REFRESH//	CB020	Cabinet, Wall Hung	01
D1-03	REFRESH//	CD050	Cabinet, Wall Hung	01
D1-03	REFRESH//	CS140	Sink, SS, Counter	01
D1-03	REFRESH//	CT030	Counter Top - PL - 610mm D	03
D1-04	ISOL/HOLD/	C02Q0	Cabinet, U/C, Sink	01
D1-04	ISOL/HOLD/	C03F0	Cabinet, U/C, Base	01
D1-04	ISOL/HOLD/	CD030	Cabinet, Wall Hung	01
D1-04	ISOL/HOLD/	CS140	Sink, SS, Counter	01
D1-04	ISOL/HOLD/	CT030	Counter Top - PL - 610mm D	03
D1-12	STAFF/LNGE/CONF	A5185	Drapery Track	06
D1-12	STAFF/LNGE/CONF	C02Q0	Cabinet, U/C, Sink	01
D1-12	STAFF/LNGE/CONF	C04F0	Cabinet, U/C, Base	01
D1-12	STAFF/LNGE/CONF	CS140	Sink, SS, Counter	01
D1-12	STAFF/LNGE/CONF	CT030	Counter Top - PL - 610mm D	03
D1-13	CORRIDOR//	F3010	Bulletin Board, 1219x1219 mm	05
D1-16	TOIL/SHWR-M/	A5180	Track & Curtain, Cubicle	07
D1-17	TOIL/SHWR-F/	A5180	Track & Curtain, Cubicle	07
D1-19	INT//	A5185	Drapery Track	06
D1-21	CORRIDOR//	C02C0	Cabinet, U/C, Base	01
D1-21	CORRIDOR//	C02Q0	Cabinet, U/C, Sink	01
D1-21	CORRIDOR//	C05F0	Cabinet, U/C, Base	01
D1-21	CORRIDOR//	CS140	Sink, SS, Counter	01
D1-21	CORRIDOR//	CT030	Counter Top - PL - 610mm D	03
D1-24	RECEP//	F3010	Bulletin Board, 1219x1219 mm	05
D1-25	WAIT//	A5185	Drapery Track	06
D1-25	WAIT//	A5185	Drapery Track	06

SECTION 10800

TOILET ACCESSORIES

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 the basic designation only.

1.1.1 FEDERAL SPECIFICATION (FS)

CID A-A-2380	(1985) Dispenser, Paper Towel
FS L-C-780	(Rev. A; Int. Am. 2) Curtain, Shower and Window, Plastic
FS DD-M-00411	(Rev. B; Am. 1) Mirrors Glass
FS WW-D-1908	(1978, Rev. A) Dispenser, Toilet Paper Cabinet
FS WW-H-1911	(1978, Rev. A) Holder, Toilet Paper (Single Roll)
FS WW-P-541/8	(Rev. B) Plumbing Fixtures (Accessories, Land Use) Detail Specification)

1.2 SUBMITTALS

The following shall be submitted in accordance with SECTION 01300 - SUBMITTALS.

\\*SD-01, Data\*\

\\*Toilet Accessories\*\ \\*FIO\*\

Samples shall be accompanied by descriptive data indicating materials of construction, fasteners proposed for use for each type of wall construction, and mounting instructions.

\\*SD-14, Samples\*\

\\*Toilet Accessories\*\ \\*FIO\*\

One sample of each accessory proposed for use shall be submitted for approval.

1.3 GENERAL REQUIREMENTS

Toilet accessories as specified herein shall be provided where shown on drawings. Each accessory item shall be complete with the necessary mounting plates, anchors and fasteners. Concealed mounting plates shall be of sturdy construction with corrosion resistant surface. All toilet accessories locks shall be keyed alike. Furnish 100 keys.

**Blood Donor Center, Lackland AFB, Texas**

ACCOMPANYING AMENDMENT NO. 0001 TO SOLICITATION NO. DACA63-98-B-0003

**1.3.1 Anchors and Fasteners:**

Anchors and fasteners shall be capable of developing a restraining force commensurate with the strength of the accessory to be mounted and shall be well suited for use with supporting construction. Where exposed fasteners are permitted, they shall have oval heads and finish to match the accessory, except exposed fasteners in the psychiatric nursing unit shall be of tamper proof design.

**PART 2 - PRODUCTS**

**2.1 STANDARD PRODUCTS**

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of quality equipment of the type specified for a minimum of 5 years. The equipment to be furnished shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to submission.

**2.2 FINISHES**

Finishes on metal shall be as follows:

Metal	Finish
Stainless Steel	Satin or No. 4
Carbon Steel, Copper Alloy, Brass	Chromium Plate, Bright

**2.3 ACCESSORY ITEMS**

Accessory items shall conform to the respective specifications and other requirements specified below.

**2.3.1 A5017 - Bench, Dressing, Folding:**

Unit shall be fabricated to type 304 stainless steel with satin finish and wood grain phenolic slats. Frame shall be constructed of a minimum 16 gauge, 32 mm square members and minimum 18 gauge, 15 mm diameter tubing. Guide bracket shall be a minimum 16 gauge. Mounting flanges shall be a minimum of 76 mm diameter, 19 mm thick. Seat shall consist of a minimum 4 each wood grain phenolic slats 8 mm thick by 76 mm wide. Dimensions approximately 457 mm W x 406 mm D x 356 mm H. Similar to Bobrick Model B-5191 or approved equal.

**2.3.2 A5016- Shower Seat, Folding Handicap:**

Unit shall be fabricated of Type 304 stainless steel with satin finish and a wood grain phenolic seat. Frame shall be constructed of a minimum 16 gauge, 32 mm square members and a minimum 18 gauge 25 mm diameter tubing. Guide bracket shall be a minimum of 16 gauge. Mounting flanges shall be a minimum of 76 mm diameter and 19 mm thick. Seat shall consist of a minimum 6 each phenolic slats 8 mm thick by 76 mm wide. Item shall be provided either left or right hand model as indicated on drawings. Dimensions approximately 813 mm W x 584 mm D x 356 mm H. Similar to Bobrick Model B-5171 right hand seat or B-5181 left hand seat or approved equals.

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### 2.3.3 A5080 - Dispenser, Paper Towel:

Unit shall be surface mounted and fabricated of a minimum 22 gauge, Type 304, stainless steel with welded construction. Item shall be furnished with a hinged door, tumbler lock and have a minimum capacity of 400 singlefold paper towels. Dimension approximately 305 mm W x 152 mm D x 178 mm H. Similar to Bobrick Model B-263 or approved equal.

### 2.3.4 A5090 - Disposer, Feminine Napkin:

Unit shall be surfaced mounted and fabricated of a minimum 22 gauge, Type 304 stainless steel with satin finish and welded construction. Cover shall have a sloping top with two handles. Cover and bottom door shall both be attached with full length stainless steel piano hinge and bottom door to have a key-operated latch. Each unit shall be provided with a minimum of 25 disposable liners of the type standard with the manufacturer. Dimension approximately 203 mm W x 102 mm D x 279 mm H. Similar to Bobrick Model B-270 or approved equal.

### 2.3.5 Grab Bars - General:

Unit shall be fabricated of Type 304 stainless steel with satin finish ends and peened gripping surface. Item shall have a minimum wall thickness of 18 gauge and a minimum outside diameter of 32 mm. Flanges shall be a minimum of 5 mm thick, 76 mm in diameter and have three countersunk screw holes for attachment to wall. Ends of grab bar shall pass thru flanges and be heliarc welded to form one structural unit. Distance from inside of grab bar to finished wall shall be 38 mm. All grab bars mounted on stud walls shall be provided with a minimum 12 gauge concealed anchor plate. Installed grab bars shall be capable of withstanding a minimum vertical pull of 227 kg without becoming loose and with obvious permanent deformations. Grab bars mounted on toilet partitions shall be installed with shoulder screws and sex nuts.

#### 2.3.5.1 A5110A - Grab Bar, Horizontal, "L" Shaped, 1016 mm x 1473 mm:

Similar to Bobrick Model B-5837 or approved equal.

#### 2.3.5.2 A5110B - Grab Bar, Horizontal, "L" Shaped, 508 mm x 867 mm:

Similar to Bobrick Model B-5861 or approved equal.

### 2.3.6 A1066 -Mirrors, Glass, General:

Unit shall consist of mirror with angled stainless steel frame with satin finish. Mirror shall be a minimum No. 1 Quality, 6 mm float/plate glass, electrolytically copper plated and guaranteed against silver spoilage for 15 years. Mirror shall be framed with a one piece, Type 304 stainless steel angle 19 mm x 19 mm with continuous integral stiffener on all sides. Corners of frame shall be heliarc welded, ground and polished smooth. Edges of mirror shall be protected to prevent chipping by shock-absorbing filler strips, back of back shall have a minimum of 6 mm shock-absorbing, waterproof, nonabrasive padding. Unit shall be provided with a minimum 20 gauge galvanized steel back with integral hanging brackets for mounting on a minimum 20 gauge conceal wall hanger and secured with theft-resistant screws. Unit shall be similar to Bobrick Model B-290 457 mm x 914 mm or approved equal.

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**2.3.7 A5135 - Rack and Shelf, Mop:**

Unit shall consist of a 203 mm deep shelf with supporting brackets, drying rod, rag hooks and mop/broom holders. All metal components shall be fabricated of Type 304 stainless steel with satin finish. Shelf shall be a minimum of 18 gauge with 51 mm return edges and front edge shall be hemmed. Mounting brackets shall be a minimum 16 gauge and welded to the shelf. Drying rod shall be a minimum of 6 mm diameter. Item shall be provided with 3 spring-loaded rubber cam mop/broom holder and 2 minimum 16 gauge rag hooks. Dimension approximately 914 mm L x 203 mm D x 152 mm H. Similar to Bobrick Model B-224 x 36 or approved equal.

**2.3.8 A5145 - Coat Hook:**

Unit shall be constructed of Type 304 stainless steel with satin finish. Hook shall be a minimum of 12 gauge, flange a minimum of 22 gauge, mounting bracket a minimum of 16 gauge and concealed mounting bracket a minimum of 16 gauge. Item shall consist of a hook 25 mm W x 152 mm , 51 mm x 51 mm mounting bracket and concealed wall bracket. Dimensions approximately 51 mm W x 152 mm H x 76 mm D. Similar to Bobrick Model B-6827 or approved equal.

**2.3.9 A5145A - Coat Hook**

Same as A5145, except mounting height.

Am #1

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**2.3.10 A5175 - Soap Dish, Recessed Mounted:**

Unit shall be constructed of high-fired vitreous china, fully recessed with flange. Color of soap dish shall match ceramic tile color for shower walls. Dimensions 152 mm L x 114 mm D x 114 mm H. Similar to DAL-TILE Model R407 or approved equal.

**2.3.11 A5195 - Toilet Paper Holder, Surface Mounted:**

Unit shall be fabricated of Type 304 stainless steel with satin finish. Unit shall consist of two support arms with flanges, minimum 22 gauge mounted to a minimum 16 gauge concealed wall bracket. Spindle shall be chrome plated plastic and equipped with internal spring. Similar to Bobrick Model B6857 or approved equal.

**2.3.12 A5205 - Towel Bar, 457 mm:**

Unit shall be constructed of Type 304 stainless steel with satin finish and consist of two support arms with a 19 mm square towel bar. Support arm and flange shall be a minimum of 22 gauge mounted to a minimum 16 gauge concealed wall bracket. Towel bar shall be heavy gauge 19 mm square. Similar to Bobrick Model 6737 or approved equal.

**2.3.13 M8235 - Mirror, Posture**

Same construction as item A1066 except 508 mm W x 1829 mm H. Similar to Bobrick Model B290.2472 or approved equal.

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**PART 3 - EXECUTION**

**3.1 INSTALLATION:**

Toilet accessories shall be securely fastened to the supporting construction in accordance with mounting details as indicated on the drawings and approved submittals. Accessories shall be protected from damage from the time of installation until acceptance.

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SECTION 11700

MASTER EQUIPMENT AND CASEWORK SCHEDULE

1.0 GENERAL

The following schedule contains a listing of the equipment items that are identified by a Joint Schedule Number (JSN). The listing contains the JSN, nomenclature, logistical responsibility, and specification reference. The requirements for individual items of equipment are contained in the appropriate portion of these specifications as indicated in this schedule.

Logistical Responsibility: Logistical responsibility for equipment items are designated by the following codes.

1.1 Category "A" Equipment: Contractor Furnished and Contractor Installed.

Provide and install at locations indicated on the drawings.

1.2 Category "C" Equipment: Government Furnished and Government Installed.

Provide utilities and/or structural support as indicated on the drawings.

1.3 Category "R" Equipment: Government Furnished and Government Installed.

Equipment to be relocated from the existing Blood Donor Facility by the Government. Provide utilities and/or structural support as indicated on the drawings.

2.0 ABBREVIATIONS

AR	-	As Required	Rm	-	Room
B&W	-	Black and White	SC	-	Service Cutout
Cab	-	Cabinet	Spec	-	Specification
Chem Res	-	Chemical Resistant	SpecRef	-	Spec Reference
Combo	-	Combination	SS	-	Stainless Steel
D	-	Depth	TV	-	Television
DR	-	Door	U/C	-	Undercounter
EP	-	Explosion - Proof	W/	-	With
FEC	-	Fire Extinguisher Cabinet	W/O	-	Without
H	-	High	W	-	Width
Hgt	-	Height			
Horiz	-	Horizontal			
JSN	-	Joint Schedule Number			
L	-	Length			
LOGCAT	-	Logistical Category			
N/A	-	Not Applicable			
NOMEN	-	Nomenclature			
PL	-	Plastic Laminate			
Plas	-	Plaster			
Prefab	-	Prefabricated			

MASTER LISTING

The following schedule is an alpha-numeric listing by Joint Schedule Number (JSN) for equipment contained in this contract.

-- End of Section --

**MASTER EQUIPMENT AND CASEWORK SCHEDULE  
BLOOD DONOR CENTER - LACKLAND AFB, TX**

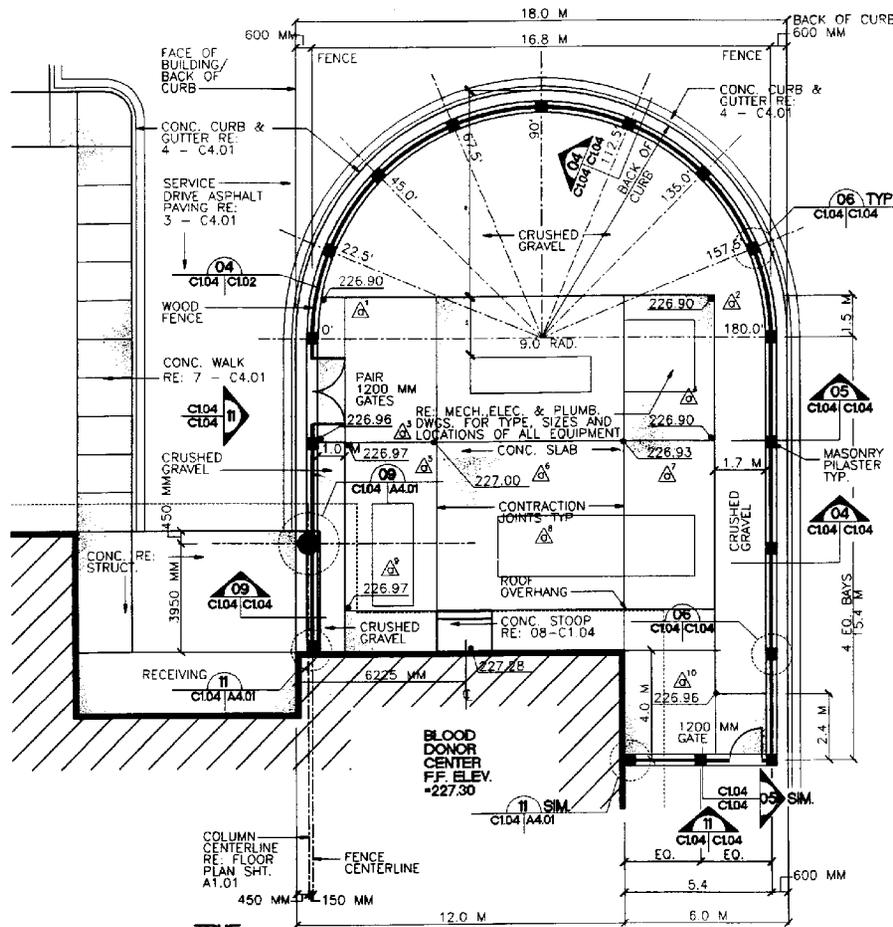
JSN	LOGCAT	NOMEN	SPECREF
99999	UU	No Medical Equipment Scheduled	
A1030	C	Locker, Over/Under 381 x 457 mm	11712
A1066	A	Mirror, Glass 457 x 914 mm	10800
A5016	A	Shower Seat, Folding	10800
A5017	A	Bench,Dressing, Folding	10800
A5025	C	Locker Bench, Free Standing	11712
A5075	C	Soap Dispenser	11712
A5080	A	Dispenser, Paper Towel	10800
A5090	A	Disposer, Napkin	10800
A5108	A	Waste Unit, Sharps, W/Mntd	10100
A5110A	A	Grab Bar, Toil-914 x 1372 mm	10800
A5110B	A	Grab Bar, Shower - 403 x 785mm	10800
A5135	A	Rack & Shelf, Mop	10800
A5145	A	Robe/Coat Hook	10800
A5145A	A	Robe/Coat Hook - HCP	10800
A5175	A	Soap Dish	10800
A5180	A	Track & Curtain, Cubicle	11705
A5185	A	Drapery Track	10100
A5195	A	Toilet Paper Holder, Surface	10800
A5205	A	Towel Bar, 457mm	10800
A5220	A	Wall Bracket, TV	10100
A6046	C	Artwork	11712
A6305	C	Drapes	11712
B9100	A	Telephone Booth, w/Shelf	10100
B9100H	A	Telephone Booth, w/Shelf - HCP	10100
B9200	A	Fire Extinguisher Cabinet	10100
B9205	A	Fire Extinguisher Bracket	10100
C0034	A	Apron Rail 559mm D x L - AR.	11701
C01B0	A	Cabinet, U/C-1 Do, 2 Sh	11701
C02B0	A	Cabinet, U/C-1 Do, 2 Sh	11701
C02C0	A	Cabinet, U/C-1 Do, 1 Sh, 1 Drw	11701
C02Q0	A	Cabinet, U/C, Sink, 1 Do	11701
C03F0	A	Cabinet, U/C-2 Do, 1 Sh, 2 Drws	11701
C04F0	A	Cabinet, U/C-2 Do, 1 Sh, 2 Drws	11701
C05F0	A	Cabinet, U/C-2 Do, 1 Sh, 2 Drws	11701
CB020	A	Cabinet, Wall - 1 SD Do, 1 Sh	11701
CD030	A	Cabinet, Wall - 2 SD Do, 2 Sh	11701
CD050	A	Cabinet, Wall - 2 SD Do, 2 Sh	11701
CS140	A	Sink, SS, SB, 406 x 335 x 190mm	11701
CT030	A	Counter Top - PL - 610mm D	11701
CV080	A	Cabinet, F/S - 2 SD Do, 5 Sh	11701
E1600	C	Table, Process - Lab	11712
E1700	C	Table, Process - Lab	11712
E3000	C	Lateral File, 1 - 1219mm	11712
E3400	C	Control Station	11712
E4600	C	Cart, Treat, MBL	11712
E5500	C	Workstation, Admin	11712
E7050A	C	Workstation, Lab	11712
F0110	C	Bookcase - Office	11712
F0200	C	Chair w/Tablet Arm	11712
F0210	C	Chair, Side wo/Arms	11712
F0255	C	Chair, Easy	11712
F0280	C	Chair, Rotary - Low Back	11712
F0285	C	Chair, Secretarial	11712
F0300	C	Chair, Typist	11712
F0305	C	Chair, Waiting	11712
F0305A	C	Chair, Waiting, Ganged	11712
F0375	C	Sofa, 1829mm	11712
F0415	C	Cabinet, File, Lateral, 4	11712
F0470	C	Cabinet, TV/Video Recorder	11712

**MASTER EQUIPMENT AND CASEWORK SCHEDULE  
BLOOD DONOR CENTER - LACKLAND AFB, TX**

JSN	LOGCAT	NOMEN	SPECREF
F0500	C	Cart, Janitor	11712
F0620	C	Desk, Sect. w/L-Unit	11712
F0725	C	Table, Occasional, 457 x 457mm	11712
F0750C	C	Table, Office, 915 x 610mm	11712
F0780	C	Table, Work	11712
F0795	C	Table, Dining	11712
F2000	C	Waste Receptacle, Off	11712
F2010	C	Waste Receptacle SS	11712
F2015	C	Basket, Wastepaper, Metal	11712
F2100	C	Lecturn	11712
F2300	C	Rack, Magazine	11712
F3010	A	Bulletin Board, 1219x1219 mm	10100
F3035	A	Whiteboard, 1219x1219 mm	10100
F3050	A	Whiteboard, 914 x 1219mm	10100
F3200	C	Clock, Battery	11712
K4665	C	Oven, Microwave	10100
L0003A	R	Quantum	11712
L0004A	R	Incubator, Dynamic	11712
L0005A	R	Auto-Grouper	11712
L0006A	R	Cell Separator/Scale	11712
L0007A	R	Shaker, Blood	11712
L0008A	R	Microhematocrat	11712
L0009A	R	Hemoglobin Measurer	11712
L0211A	R	Parallel Processing Center	11712
L1090A	R	Cell Washer	11712
L1300A	R	Centrifuge, Immufuge	11712
L1300B	R	Centrifuge, Tube	11712
L1400A	R	Centrifuge, Microplate	11712
L1670A	C	Centrifuge, Refrig, Floor	11712
L1950	A	Demineralizer, Water	11704
L2575A	R	Platelet Incubator	11712
L4200A	R	Wathbath	11712
L5610A	R	Pipetting Center (FPC)	11712
L7330	C	Rotator Mixer	11712
M0500	C	Television	11712
M1400	C	Chair, Blood Donor	11712
M1410	C	Chair, Blood Drawing	11712
M1450A	R	Tube Sealer	11712
M1810	C	Copier	11712
M1825	C	Printer	11712
M1830	R	Data Processing Terminal	11712
M1830B	R	Computer Terminal	11712
M2035	C	Rack, Storage, Mobile	11712
M2050	C	Shelving, Storage	11712
M2070	C	Shelving, Storage	11712
M2100	C	Shelving, Storage, Mobile	11712
M8235	A	Mirror, Glass 610 x 1524 mm	10800
M8945	C	Stool, Revolving	11712
P1950	A	Eyewash, Pedestal	15405
P3100	A	Lavatory, Wall Hung	15405
P4700	A	Basin Sink, Mop	15405
P5040	A	Shower, HCP - 914 x 914mm	15405
P7000	A	Plumbing Shield	15405
P8150	A	Urinal	15405
P8150H	A	Urinal - HCP	15405
P9050	A	Water Closet	15405
P9050H	A	Water Closet, HCP	15405
R2201	A	Water Fountain - 2 Level	15405
R2700	C	Refrigerator/Freezer, Household	11712
R4000	A	Ice Maker, Counter Top	11706

**MASTER EQUIPMENT AND CASEWORK SCHEDULE  
BLOOD DONOR CENTER - LACKLAND AFB, TX**

<b>JSN</b>	<b>LOGCAT</b>	<b>NOMEN</b>	<b>SPECREF</b>
R4700	A	Ice Maker	11706
R5110	B	Freezer, Blast, Upright	11712
R5110A	B	Freezer, Blast, Upright	11712
R5201A	R	Freezer, Plasma, Chest	11712
R5201B	R	Freezer, Plasma, Chest	11712
R6040	C	Refrigerator, Blood Bank	11712
R6040A	R	Refrigerator, Reagent	11712
R6040B	R	Refrigerator, Blood Bank	11712
R6040C	R	Refrigerator, Sample	11712
R7000	C	Refrigerator	11712
U0015	R	Soda System	11712
U2455A	C	Workstation, Admin	11712
U2455B	C	Workstation, Admin	11712
U2455C	C	Partition	11712
U2455D	C	Workstation, Admin	11712
U2455E	C	Workstation, Copy	11712



**PLAN DETAIL  
MECHANICAL YARD**

01  
C104 | C104  
1100

**WINGLER  
AND  
SHARP**  
ARCHITECTS AND  
PLANNERS INC

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DATE  
APRIL 1998

BLOOD DONOR CENTER  
SAN ANTONIO, TEXAS  
**ATTACHMENT 001**  
AMENDMENT 001